



## Supplementary terms for the supply of IP Telephony Services

The Services set out in these Supplementary Terms shall be supplied by Ingenious to the Client on the terms and conditions set out in Ingenious's General Terms and Conditions and the terms and conditions of these Supplementary Terms. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in these Supplementary Terms.

### 1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Access Services' means the (broadband- or leased line-based) connection between the Client's site and the Core Network, which for the avoidance of doubt, are not provided under the terms of this Agreement.
- 1.2 'Artificial Inflation of Traffic' means the flow of Calls to Number Translation Services, in particular revenue share services that results from any activity on or on behalf of the party operating that revenue share service that is disproportionate to the flow of Calls which would be expected from good faith commercial practice and use of Number Translation Services.
- 1.3 'Bolt On' means an optional, chargeable service, as set out on the Order.
- 1.4 'Call' means a signal, message or communication that is silent, spoken or visual on a Line that provided to the Client by Ingenious under the terms of this Agreement.
- 1.5 'Calling Line Identity' ('CLI') means the identity allocated to the originating Call.
- 1.6 'Communications Act' means the Communications Act 2003 as amended by the Digital Economy Act 2010 and all other re-enactments.
- 1.7 'Core Network' means the communications equipment and communication lines and circuits provided by Ingenious excluding the Access Services, the Public Internet and the Customer Premises Equipment, for the provision of the Telephony Services.
- 1.8 'Customer Premises Equipment' ('CPE') means network equipment provided by Ingenious which shall be located at the Client's premises, including, but not limited to network terminating equipment, routers and media gateways.
- 1.9 'Emergency Call' means a Call made to either '999' or '112'.
- 1.10 'Emergency Services Organisation' means emergency service organisation including police, fire brigade and ambulance service.
- 1.11 'End User' means a user of the Services subscribed to by the Client.
- 1.12 'General Conditions' means the General Conditions of Entitlement set by Ofcom pursuant to its powers under the Communications Act.
- 1.13 'Hosted Telephony Platform' means Ingenious's Core Network-located telephony exchange which provides full function telephony exchange functionality and routing for Calls.
- 1.14 'Hosted Telephony Services' means the cloud-hosted telephony exchange services described in the Service Schedule.
- 1.15 'Incident Report' means an Incident reported to Ingenious by the Client.
- 1.16 'LAN' means local area network situated at the Client's site(s) and under the control of the Client.
- 1.17 'Line' means connection that is provided to the Client by Ingenious under the terms of this Agreement.
- 1.18 'Microenterprise or Small Enterprise Customer' means a Client who meets the definition for the same as set out in the General Conditions or is a Not for Profit Customer.
- 1.19 'Not for Profit Customer' means a Client who meets the definition for the same as set out in the General Conditions.
- 1.20 'Number Translation Services' ('NTS') means the service to provide non-geographic numbers.
- 1.21 'Ofcom' means the Office of Communications or any competent successor.
- 1.22 'PBX' means private branch exchange situated at the Client's site(s) and under the control of the Client.

- 1.23 'PCI-DSS' means the Payment Card Industry Data Security Standard.
- 1.24 'Planned Maintenance' means any period of maintenance for which Ingenious has provided prior notice, as set out in the Service Schedule.
- 1.25 'Regulator' means Ofcom or the organisation to which Ofcom has delegated its responsibility for the regulation of premium rate services, or any competent successor thereof.
- 1.26 'Service Desk' means Ingenious's dedicated team of support specialists.
- 1.27 'SIP Trunking Platform' means Ingenious's Core Network-located gateway which provides routing for Calls.
- 1.28 'Site' means the Client- owned or occupied location(s) as set out in the Order, from which the Client accesses the Services.
- 1.29 'Special Condition' means any special conditions imposed by Ofcom pursuant to its powers under the Communications Act.
- 1.30 'Subscriber Number' means the number(s) allocated by Ingenious for use by the Client.
- 1.31 'Telephony Equipment' means routers, private branch exchanges and telephone handsets.
- 1.32 'Telephony Network' means the public switched telephone network or any alternative or successor technology.
- 1.33 'Telephony Services' means SIP-based telephony routing services plus any additional services set out on the Order and described in the Service Schedule.
- 1.34 'Toll Fraud' means a crime where a third party obtains telecommunications services illegally, including breaching network security and accessing the Telephony Services.

## **2. TERM**

This Agreement will be effective on the Commencement Date set out on the Order and shall run until the RFS Date (the 'Run-Up Period') and shall then run for the Minimum Term as set out in the Order and thereafter until terminated by either party according to the provisions of clause 9.

## **3. PROVISION OF SERVICES**

- 3.1 The underlying component of the Telephony Services is the SIP Trunking Platform which provides routing of Calls from the Client's private exchange to and from the Telephony Network. The Client's exchange may comprise a physical, Site-based PBX, a cloud-hosted exchange which provides similar or greater functionality than a PBX or Microsoft Teams. The Services provided by Ingenious under the terms of this Agreement includes the SIP Trunking Platform and a number of optional ancillary Services (as set out on the Order and described in the Service Schedule), including a cloud-hosted exchange (Hosted Telephony Services), Microsoft Teams integration; and support services. Ingenious shall use reasonable endeavours to provide the Services twenty-four hours per day, subject to the limitations expressed in this Agreement.
- 3.2 Ingenious shall use reasonable endeavours to provide each of the Services set out in the Order to the Client, subject to acceptance of the Client's Order, from the RFS Date. During the Run-Up Period, Ingenious shall carry out the necessary pre-service provision activities, including site survey(s), installation work and agreement of the RFS Date with the Client.
- 3.3 The Services provided shall include:
  - 3.3.1 SIP Trunking Telephony Services;
  - 3.3.2 Subscriber Numbers and directory entries as specified by the Client;
  - 3.3.3 The porting of existing geographic numbers, as requested by the Client (subject to the existence of appropriate porting agreements);
  - 3.3.4 Services to enable the Client to make and receive Calls via the SIP Trunking Platform, the Public Internet and the PSTN;
  - 3.3.5 A Service Desk during the hours set out in the Service Schedule;
  - 3.3.6 The installation of Equipment at the Client's Site;
  - 3.3.7 The configuration of CPE routers, media gateways or other Equipment provided under the terms of this Agreement or any other agreement with Ingenious for the supply of enabling services;
  - 3.3.8 Training in the use of the Equipment;
  - 3.3.9 A basic online billing facility.

- 3.4 The Telephony Services will also include any optional services as set out in the Order and described in the Service Schedule, which may include:
- 3.4.1 Hosted Telephony Services;
  - 3.4.2 Microsoft Teams Integration;
  - 3.4.3 Number Translation Services.
- 3.5 During the term of this Agreement, Ingenious shall be entitled to:
- 3.5.1 Change the technical specification of the Telephony Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Telephony Services;
  - 3.5.2 Make alterations to the Telephony Services (including, but not limited to, conversions, shifts, renumbers and reconfigurations). Such alterations may result in temporary disruption to the Telephony Services and Ingenious will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
  - 3.5.3 For the sole purpose of protecting the Telephony Services, monitor the profile of Calls made and received using the Telephony Services for potential fraudulent or bad faith use and if in Ingenious's reasonable opinion, such Calls are adversely affecting the Telephony Services, may suspend the provision of the Telephony Services.
- 3.6 Ingenious cannot guarantee and does not warrant that the Telephony Services will be free from interruptions, including but not limited to interruption of the Services for operational reasons, interruption of the Telephony Services for emergency reasons or degradation of the quality of the Telephony Services.
- 3.7 Although Ingenious will use reasonable endeavours to ensure the accuracy and quality of the Telephony Services, the Telephony Services are provided on an "as is" basis and Ingenious does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for the Client's intended purpose.

#### **4. ACCEPTABLE USE**

- 4.1 The Client agrees to use the Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by Ingenious from time to time.
- 4.2 The Client agrees to ensure that the Telephony Services are not used by its End Users to:
- 4.2.1 Make abusive, defamatory, obscene, indecent, menacing, disruptive, nuisance or hoax Calls, or other communications;
  - 4.2.2 Send or knowingly receive Calls or other communications in breach of the rights of third parties, including those of quiet enjoyment, privacy and copyright;
  - 4.2.3 Send or knowingly receive material that is abusive, defamatory, obscene, indecent, menacing or disruptive;
  - 4.2.4 Send or knowingly receive data in such a way or amount so as to adversely affect the Telephony Services (or any part thereof).
  - 4.2.5 Carry out any fraudulent, criminal or otherwise illegal activity, including Artificial Inflation of Traffic;
  - 4.2.6 Enable any other party or service provider to route Calls, emails or other communications through the Telephony Services;
  - 4.2.7 Obtain access to restricted areas of the Core Network;
  - 4.2.8 In any manner which in Ingenious's reasonable opinion brings Ingenious's name into disrepute;
  - 4.2.9 Engage in conduct which amounts to improper or persistent misuse of a public telecommunications network or service within the meaning of sections 127 and 128 of the Communications Act;
  - 4.2.10 Falsify user information or forge addresses or CLIs;
  - 4.2.11 Act in any way which threatens the security or integrity of any computer system.
- 4.3 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify Ingenious against any third-party claims arising from the Client's breach of the terms of this clause 4.

#### **5. CLIENT'S OBLIGATIONS**

During the term of this Agreement, the Client shall:

- 5.1 Pay all additional Charges levied by Ingenious, including but not limited to those arising from Call Charges incurred by the Client:
  - 5.1.1 The Client undertakes to pay all Call Charges including those incurred by unauthorised access to or use of the Telephony Services, including but not limited to use of unbarred premium rate numbers and rogue diallers.
- 5.2 If (beyond Ingenious's reasonable control) Calls are routed other than by Ingenious's SIP Trunking Platform:
  - 5.2.1 Pay invoice(s) raised by third-party supplier(s);
  - 5.2.2 Notify Ingenious immediately of any invoices for services raised by a third party for services that are covered by this Agreement.
- 5.3 Ensure that adequate resilience is in place in the event of a power failure, including, but not limited to having the means to make emergency calls.
- 5.4 Ensure that all reasonable measures to minimise Toll Fraud are made, as set out in clause 12 hereof.
- 5.5 Agree that in all instances where it attaches Equipment that has not been provided by Ingenious to the Telephony Services that such Equipment shall be technically compatible and conforms to the relevant standard or approval for the time being designated under the Communications Act, the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 or any instruction issued by Ingenious in relation thereto.
- 5.6 Accept that if it attaches Equipment that does not comply with the provisions of sub-clause 5.5 and such Equipment in the reasonable opinion of Ingenious is causing disruption to the Telephony Services, Ingenious shall be entitled to suspend the provision of the Telephony Services forthwith.
- 5.7 Provide a LAN at each the Client site, the performance of which conforms to the requirements for delivery of the Telephony Services, as set out in the Annex to the Service Schedule.
- 5.8 Only connect Equipment to Ingenious's Core Network via connection points that are approved by Ingenious.
- 5.9 Not copy, reverse engineer or modify any software or copy any manuals or documentation provided by Ingenious under the terms of this Agreement.
- 5.10 Co-operate reasonably with Ingenious's supplier if the supplier directly contacts the Client to make or change appointments or to request information in respect of an installation or Incident.
- 5.11 If the Client subscribes to a service that provides music on hold and the Client uploads music files, the Client agrees to obtain all necessary licences and permissions as may be required.
- 5.12 Comply with all applicable laws and regulations, including, data protection and voice over IP and codes of conduct, including those issued by Ofcom or the Regulator.
- 5.13 If the Client has subscribed to call recording services, the Client shall:
  - 5.13.1 Ensure full compliance with the statutory requirements for the use of such service; and
  - 5.13.2 Implement appropriate technical and organisational measures, including pseudonymisation and minimisation of data in an effective manner in order to meet the requirements inter alia of the Data Protection Legislation and PCI-DSS.
- 5.14 If the Client elects to configure the Telephony Equipment to present the Calling Line Identity when an outgoing Call is made, the Client shall:
  - 5.14.1 Ensure that the CLI is of a national significant format, is allocated to the Client and that the Client possesses all necessary permissions in respect of the Line;
  - 5.14.2 Ensure that if the CLI is not allocated to the Client, the Client possesses the allocated owner's written consent for its use and if such consent is revoked, immediately notify Ingenious;
  - 5.14.3 Ensure that under the terms of the CLI code of practice, the CLI presented is allocated to the Client, is in use, connected to a terminal and is capable of receiving Calls;
  - 5.14.4 Ensure that the functionality is used in accordance with any other provisions of the CLI guidelines published by the Regulator from time to time, and expressly the CLI shall not be:
    - a) A premium rate number prefixed 09;
    - b) A number that connects to a revenue sharing number that generates excessive or unexpected Call Charges.
- 5.15 If the Client uses auto-diallers to make Calls via the Telephony Equipment, the Client agrees to comply with the Privacy and Electronic Communications Regulations and guidelines issued by the Regulator from time to time and shall:

- 5.15.1 Ensure that any call-list is kept up to date;
- 5.15.2 Ensure that bad data, wrong numbers and nuisance calls are kept to a minimum.
- 5.16 Acknowledge that Ingenious shall be entitled to suspend or terminate the Services forthwith if the Client breaches the terms of sub-clauses 5.11 to 5.15; and
- 5.16.1 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, shall indemnify Ingenious against any third-party claims arising from such breach.

## **6. INGENIOUS'S OBLIGATIONS**

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, Ingenious shall:

- 6.1 Provide the Services set out in this Agreement, subject to any service limitations set out in the Order and Service Schedule.
- 6.2 Provide to the Client with copies of documentation required to assist its use of the Telephony Services and access to where such documentation exists only on a web interface.
- 6.3 Make available a Service Desk that shall provide support and guidance in the use of the Telephony Services and manage all Services-related Incident Reports.
- 6.4 Respond to Incident Reports make reasonable endeavours to repair any Incident that is within the Telephony Services or directly caused by Ingenious, its employees, agents, subcontractors or suppliers.
- 6.5 Make reasonable endeavours to provide the Telephony Services by the RFS Date, but shall have no liability in the event of failure to do so.
- 6.6 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons, including Planned Maintenance Ingenious may place on the Telephony Services.
- 6.7 Comply with the Client's requirements regarding telephone directory listing, as set out in the Order, subject to Ingenious not providing a paper-based directory service.
- 6.8 Subject to the appropriate number porting agreements being in place, make reasonable endeavours to comply with the Client's requests for number porting and sub-allocation.
- 6.9 In addition to its obligations set out the General Terms and Conditions, Ingenious also warrants that it and its suppliers shall comply with the General Conditions and any Special Condition applicable under the terms of the Communications Act.

## **7. Clause Intentionally Unused**

## **8. GENERAL**

- 8.1 The Client acknowledges that title to the Subscriber Numbers supplied under the terms of this Agreement shall at all times be retained by Ingenious and the Client agrees not to sell, transfer or otherwise re-allocate the number to a third party.
- 8.2 Upon written notice given by Ingenious's supplier, Ingenious's rights and obligations, including all accrued rights and obligations, shall be assigned and transferred to Ingenious or to its nominee.
- 8.3 Ingenious has no control over the data delivered to the Client over the Lines provided by Ingenious and therefore cannot accept liability for loss or damage caused by Malware or other malicious data.
- 8.4 If an appointment is made with the Client for a visit to site and that at the appointed time Ingenious is unable to access the Client's site, or the appointment is otherwise broken by the Client, Ingenious shall be entitled to charge the Client at its prevailing rate; and
  - 8.4.1 If Client breaks an appointment for the installation of Equipment and fails to agree a further installation date which falls within thirty days of the date of the broken appointment, Ingenious shall be entitled to terminate this agreement and recover costs as set out in clause 10.
- 8.5 If Ingenious carries out work in response to a fault reported by the Client and Ingenious subsequently determines that such fault either was not present or was caused by an act or omission of the Client, Ingenious shall be entitled to charge the Client at its prevailing rate.
- 8.6 Ingenious shall not be responsible for the programming, configuration or management of the Customer Premises Equipment that has not been provided by Ingenious.

- 8.7 Ingenious may at its sole discretion implement traffic management measures, which may include, but are not limited to bandwidth restrictions on heavy users of contended services, with the purpose of maintaining the quality of service of the wider group of users of the Telephony Services.
- 8.8 In addition to the provisions of clause 12 of the General Terms and Conditions, Ingenious may suspend the Telephony Services if:
- 8.8.1 The Client fails to comply within seven days of a reasonable request that static IP addresses are used for Core Network access;
- 8.8.2 A security breach of the Core Network occurs.
- 8.9 Notwithstanding the provisions of sub-clause 6.6, Ingenious shall use reasonable endeavours to carry out any Planned Maintenance outside of the Working Day.
- 8.10 Use of the Services and associated Equipment by the Client constitutes acceptance of the terms and conditions of this Agreement.
- 8.11 Ingenious provides its Service Desk on a fair usage basis. If in Ingenious's reasonable opinion, the number of requests that the Client makes of the Service Desk exceeds that which is reasonably expected, based on Ingenious's experience of providing such a service, Ingenious shall be entitled, after prior notification, to charge the Client for excess use of Ingenious's Service Desk services.

## **9. TERMINATION**

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
- 9.1.1 By either party by giving the other not less than thirty days' notice in writing to terminate at the end of the Minimum Term or at any time thereafter;
- 9.1.2 If the Client is a Microenterprise or Small Enterprise Customer and Ingenious makes a Variation other than those contemplated in sub-clauses 22.3, 9.11 and 9.12 of the General Terms and Conditions, and such Variation is, in the reasonable opinion of the Client, disadvantageous to the Client, the Client shall be entitled to terminate this Agreement by giving reasonable notice to terminate on the day immediately before the Effective Variation Date without incurring termination Charges;
- 9.1.3 By the Client by giving thirty days' notice in writing if Ingenious makes changes to the Telephony Services which are materially disadvantageous to the Client PROVIDED THAT such notice is given within fourteen days of the effective date of the change(s);
- 9.1.4 Immediately by Ingenious in the event that it is so instructed by a governmental or regulatory body;
- 9.1.5 By Ingenious providing fourteen days notice to terminate at any time if its supplier gives notice to terminate the supply of Services to Ingenious.
- 9.2 In the event of termination of this agreement, howsoever occasioned, the Client shall be responsible for:
- 9.2.1 Arranging for services to be provided by an alternative supplier; and
- 9.2.2 Payment of any Charges due to Ingenious arising from the Client's failure to arrange for services to be provided by an alternative supplier.
- 9.3 On termination of this Agreement all Subscriber Numbers allocated to the Client under the terms of this Agreement shall be transferred to Ingenious's supplier.
- 9.4 Notwithstanding the provisions of sub-clause 9.3, the Client may request the porting of the Subscriber Numbers to a new provider. Such request should be made to the new provider and PROVIDED THAT such porting is technically feasible and all of Ingenious's invoices have been paid in full, Ingenious will agree to promptly facilitate such porting.

## **10. CHARGES AND PAYMENT**

- 10.1 In general, invoices for installation and setup, including number porting and sub allocation, shall be raised by Ingenious immediately following the Commencement Date, invoices for Recurring Charges shall be raised in advance of the relevant period and invoices for all Call Charges, whether incurred with the authorisation of the Client or not and any other incurred Charges, during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.
- 10.2 Ingenious shall commence charging for the Telephony Services from the RFS Date, regardless of the date on which the Client commences use of the Telephony Services. If the RFS Date does not correspond with

Ingenious's invoicing period as set out in the Order, Ingenious shall charge the Client at a pro-rata rate for the first invoicing period.

- 10.3 Except in the case of demonstrable error, all Charges will be calculated in accordance with data collected by or on behalf of Ingenious.
- 10.4 Charging for a Call shall commence from when an answer signal is received and cease when a release signal is received.
- 10.5 Call Charges are based on number of seconds' duration, rounded up to the nearest second.
- 10.6 Calls made by the Client to numbers prefixed 0800 and 0808 will be free of charge.
- 10.7 The Client acknowledges that the prices quoted in Ingenious's literature and on the Order are estimates based on the rates prevailing at the time the Order is placed and as such are subject to change and the rate charged will be the rate in force at the RFS Date.
- 10.8 The Client acknowledges that the Charges for the Minimum Term are calculated by Ingenious in consideration inter alia of the setup costs to be incurred by Ingenious and the length of the Minimum Term offered.
- 10.9 The Client agrees that it shall be liable for termination Charges, which shall be paid by way liquidated damages in the event that:
  - 10.9.1 The Client terminates this Agreement for convenience prior to the end of the Minimum Term or Ingenious terminates this Agreement prior to the end of the Minimum Term by reason of the Client's un-remedied breach of the terms of this Agreement, the Client shall be liable for:
    - a) Payment of all outstanding installation Charges, including repayment of any discount that may have been applied;
    - b) Payment of all Services Charges and Equipment rental Charges due up to the end of the Minimum Term.
- 10.10 The Client shall not be liable for termination Charges if this Agreement is terminated by:
  - 10.10.1 The Client at the end of the Minimum Term or at any time thereafter PROVIDED THAT the Client properly serves written notice to terminate, in accordance with sub-clause 9.1.1;
  - 10.10.2 The Client or Ingenious during the Run-Up Period by reason of Ingenious becoming aware that will be unable to provide the Services or part thereof;
  - 10.10.3 The Client by reason of Ingenious's un-remedied breach of the terms of this Agreement;
  - 10.10.4 The Client if a right of termination arises under the provisions of sub-clauses 9.1.2 to 9.1.5 hereof.
- 10.11 The Client acknowledges and agrees that all Calls that are routed through Ingenious's SIP Trunking Platform shall be charged by Ingenious and if Calls are routed through any other supplier's network by any means of indirect access, the Client shall be solely responsible for payment of other supplier's Call Charges.

## **11. LIMITATIONS**

- 11.1 The provision of the Telephony Services by Ingenious is contingent upon the Client receiving Access Services at each of its Sites, but is regardless of the Client's current service provider for such Access Services.
- 11.2 The Client accepts that certain features of the Services (as described in the Service Schedule) may not be available at all Sites due to technical and or geographical reasons, and that such limitations may not be realised until after commencement of the Telephony Services. In such circumstances Ingenious shall, having exhausted all reasonable alternatives, be entitled to withdraw the provision of the Telephony Services, or Service Components thereof, from the affected Site.
- 11.3 The Client acknowledges that some number ranges may not be supported by Ingenious and may not be used in conjunction with the Telephony Services and that the porting of numbers may be subject to agreements that are or are not in place between Ingenious's supplier and the previous or current number range holder.
- 11.4 The Client acknowledges that:
  - 11.4.1 Some number ranges may not be supported by Ingenious and may not be used in conjunction with the Telephony Services and that the porting of numbers may be subject to agreements that are or are not in place between Ingenious's supplier and the previous or current number range holder; and
  - 11.4.2 Ingenious cannot guarantee that a particular Subscriber Number is available to the Client until a Call is received by the Client on such Subscriber Number; and

- 11.4.3 Ingenious will not be liable for any costs arising out of the publication of any marketing collateral or other material by the Client which includes references to Subscriber Numbers which have not been guaranteed to be available.
- 11.5 Under the terms of this Agreement, Ingenious shall have no responsibility for, or liability in relation to the Client's LAN and the performance thereof.
- 11.6 Under the terms of this Agreement, Ingenious does not issue or control the IP address to be used with the Telephony Services. Access to any use thereof is authorised and controlled by the relevant internet authorities and if the address ceases to be available, Ingenious shall be entitled to withdraw or change such.
- 11.7 The Client acknowledges and agrees that Ingenious shall be entitled to withdraw any CLI that has been allocated to the Client but has remained unused for a period of three months; and the Client agrees:
  - 11.7.1 Not to redirect any unused CLIs to live CLI, fax, voicemail or recorded message services;
  - 11.7.2 That Ingenious or its supplier shall be entitled to check that allocated CLIs are in proper use.

## **12. TOLL FRAUD**

- 12.1 The Client is exclusively responsible for the prevention of Toll Fraud.
- 12.2 The Client shall pay all Rental and Call Charges whether the Client or a third party incurs the Charges (without the authorisation of the Client).
- 12.3 The Client is exclusively responsible for the prevention of Toll Fraud, and if such Toll Fraud or other misuse occurs, the Client is liable for all Charges incurred.
- 12.4 The Client agrees to take all reasonable measures to minimise the risk of Toll Fraud, including:
  - 12.4.1 Regularly changing system passwords;
  - 12.4.2 Regularly changing user passwords;
  - 12.4.3 Changing passwords as appropriate when employees leave;
  - 12.4.4 Not using passwords such as '0000', '1234', default passwords or reversed extension numbers;
  - 12.4.5 Barring premium-rate numbers wherever practicable;
  - 12.4.6 Barring international calls wherever practicable – in particular, barring calls to countries that the Client doesn't deal with;
  - 12.4.7 Implementing network security measures including firewalls, security policies / access restrictions, use of encryption and limiting physical access.
  - 12.4.8 Ensuring that any software used in conjunction with the Telephony Services is tested for Malware.
  - 12.4.9 Ensuring that the Client's LAN and any equipment connected thereto is fully protected against all known vulnerabilities.
- 12.5 Ingenious shall not be liable for any losses, costs or damages arising from Toll Fraud.
- 12.6 The Client shall notify Ingenious immediately if it becomes aware of or has reasonable suspicion that a fraud or illegal misuse may have or will take place:
  - 12.6.1 Upon notification, Ingenious shall take immediate steps to suspend the relevant part or parts of the Telephony Services and ensure that no further traffic is permitted on the relevant Lines;
  - 12.6.2 Ingenious shall not be liable for any Charges or liabilities incurred by the Client prior to the suspension of Telephony Services.
- 12.7 If, in the reasonable opinion of Ingenious, the Client's Call profile is or becomes indicative of fraudulent activity, Ingenious shall be entitled to suspend the Telephony Services immediately without notice.

## **13. IP TELEPHONY SERVICES**

- 13.1 The point of connection for the Telephony Services is the session border controller on the edge of the Core Network. Under the terms of this Agreement Ingenious shall not be responsible for transport of data to telephone handsets via the Access Services or Client's LAN.
- 13.2 Charges for the rental of Equipment shall commence on the day that the Equipment has been installed at the Client's site.
- 13.3 If any CLIs allocated to the Client under the terms of this Agreement are not used for a period of six months, Ingenious shall be entitled to re-allocate such CLIs on one week's written notice.



- 13.4 The Client acknowledges that Ingenious's Telephony Services are not a public telephony service and as such only confer limited functionality and resilience regarding public Emergency Calls. Specifically, but not exclusively 999 and 112 emergency numbers will not be available via the Telephony Services in the event of:
  - 13.4.1 Power outage at the Client's site;
  - 13.4.2 Failure in the LAN;
  - 13.4.3 Failure / outage of the Telephony Services;
  - 13.4.4 Failure of the Public Internet.
- 13.5 With regards to its obligations to make available facilities for placement of public Emergency Calls, the Client undertakes to:
  - 13.5.1 Maintain an alternative means for making Emergency Calls in the event of power outage or failure (howsoever occasioned) of the Telephony Services;
  - 13.5.2 Provide Ingenious with accurate location details regarding each Telephony Services-based CLI and keep Ingenious up to date with changes to such details;
  - 13.5.3 Instruct its End Users about the limitations of IP-based telephony including that Emergency Calls may not receive the same network priority as Emergency Calls made on the public switched telephone network or mobile networks and the End User's obligation to provide clear, accurate location information (which may differ from that available to the emergency-services operator) in the event of making a call to the emergency services via the Telephony Services.

## Service Schedule

The following Service Schedule sets out all of the Services that may be provided by Ingenious. Ingenious will provide the services described in paragraphs 1 to 5 and any of the additional services described in paragraphs 6 to 8 and any bolt-on thereto as set out on the Order.

### 1. SIP Trunking Telephony Services

1.1 The SIP Trunking Telephony Services provide a secure virtual private network connection from the Client's Site to the SIP Trunking Platform. The SIP Trunking Platform transits voice Calls between the Client's PBX, Hosted Telephony Platform or Microsoft Teams and the Telephony Network. SIP Trunking Telephony Services comprises the following components:

- The SIP Trunking Platform which is located in Ingenious's Core Network
- If required, a media gateway that is located at the Client's premises

1.2 The following equipment and services are additionally required to support the Telephony Services and are not provided under the terms of this Agreement:

- Access Services to connect to the Core Network
- PBX equipment
- Telephone handsets
- LAN components

1.3 Ingenious may provide some or all of the equipment and services listed in sub-paragraph 1.2 under the terms of other agreements.

### 2. Emergency Call Access Service

Ingenious shall make reasonable endeavours to convey Emergency Calls to its emergency handling centre and provided that the geographic location of the Emergency Call can be determined, the emergency handling centre will hand over the Emergency Call to the appropriate Emergency Services Organisation. If the geographic location of the Emergency Call cannot be determined, the emergency handling centre will liaise with the Client to attempt to identify the geographic location of the Emergency Call. This service is only available for Calls that originate in the United Kingdom from CLIs with 01, 02, 03, 055, 056 or 08 prefixes. The provision of this service is subject to the performance by the Client of its obligations under the terms of this Agreement, and the Client's attention is drawn to the particular provisions of clause 14 which relate.

### Additional Services

Additional Services, each described in the following paragraphs 3 to 5 will be provided if set out on the Order.

### 3. Direct Routing and Operator Connect

3.1 Direct Routing and Operator Connect, which replace Microsoft calling plans, enables the Client to take advantage of the Microsoft's Teams application as a Telephony Services endpoint to make and receive Calls that are routed via the Core Network and SIP Trunking Platform.

3.1.1 To enable Direct Routing or Operator Connect, the appropriate Microsoft 365 subscriptions are additionally required.

3.2 SIP Trunk Call Manager Bolt On

The SIP Trunk Call Manager is portal-based and End Users can access it to edit components of Call routing for numbers provisioned on the Services. Functionality includes ability to route calls to an alternative destination number, voicemail or invoke a pre-configured call plan. Key reporting statistics are also available including performance graphs and call history.

3.2.1 The following features are customisable:

- Call queuing
- Time of day routing
- Hunt group
- Voice mail

- Date routing
- Announcement
- Auto attendant
- Set user access
- Divert (on busy, on no reply, on failure)
- Access to full call statistics
- Advanced Statistics

### 3.2.2 Reporting

The SIP Trunk Call Manager provides a range of on line call reporting on a per Subscriber Number basis. Reports can be presented as real time dashboards, regular reports or reports on request. Full summary reports are provided, including:

- Number of Calls answered
- Caller location
- Call trends
- Call profiles

### 3.3 Extended Management Reporting Bolt On

The Extended Management Reporting Bolt On provides in-depth analysis and monitoring of key metrics, including:

- Time to answer
- Internal call patterns
- Abandoned Calls
- Abandoned Call recovery
- Extension activity
- Receipt of call to end of call reporting
- After hours Calls

## 4. Hosted Telephony Services (Horizon)

4.1 The Telephony Services provide a secure network connection from the handset to the Hosted Telephony Platform which resides in Ingenious's network. The Hosted Telephony Platform is a richly functional cloud-based telephony exchange which transits voice Calls between the Client's handsets and the Telephony Network. The Hosted Telephony Services includes:

4.1.1 A rich feature set which includes:

- N-way calling
- Hunt groups
- Call transfer to any internal or external number
- Voicemail, save, play and email
- Call notify by Email
- Hot-desking
- Call history
- Call barring
- Call waiting
- Music on hold
- CLI presentation flexibility
- Anonymous or selective Call rejection
- Automatic call-back

4.1.2 An End User web portal which provides individual feature control, basic performance monitoring and access to End User information, including:

- Call history
- Voicemail
- Recorded Calls
- Personalised settings

4.1.3 Administrator web portal.

4.1.4 Auto attendant, which provides callers with call routing options for different areas of the business and provide announcements to inform callers of details such as opening hours and website address when the office is closed.

#### 4.2 Desktop Client Bolt On

The Desktop Client Bolt On allows connection of office phones to a preferred business device, such as a laptop, desktop or mobile device. The supplied Android and iOS Apps enable End Users to make and receive calls on a mobile device, as well as providing access to key settings for the Services.

#### 4.3 Extended Management Reporting Bolt On

The Extended Management Reporting Bolt On provides in-depth analysis and monitoring of key metrics, including:

- Time to answer
- Internal call patterns
- Abandoned Calls
- Abandoned Call recovery
- Extension activity
- Receipt of call to end of call reporting
- After hours Calls

#### 4.4 Call Recording Bolt On

The Call Recording Bolt On is available on a per-user/per month/ per storage basis. The service, which is managed by the Client through a web portal, provides fully configurable recording of calls.

4.4.1 Call recording can be selected by any valid combination of:

- Call direction (inbound / outbound)
- Agent (End User)
- Always / never
- On demand / explicitly kept
- Pause / Resume

4.4.2 In addition to the content of the call, the following data is also collected:

- Call direction - inbound or outbound
- Time of Call
- Date of Call
- Duration of Call
- Agent's user-name
- Agent's telephone number
- Other party's telephone number
- Audit trail detailing access made to the recording, including time, user-name, IP address

4.4.3 Call recordings can be searched using any combination of:

- Call direction - inbound or outbound

- Time of Call
- Date of Call
- Duration of Call
- Agent's user-name
- Agent's telephone number
- Other party's telephone number

4.4.4 Individual Call recordings can be downloaded in MP3 file format.

4.4.5 Call recordings are AES-256 bit encrypted and securely stored in the cloud, not on the Client's site.

4.4.6 Permissions-based access to recordings is configurable via the management portal.

4.4.7 Retention periods are fully configurable via the management portal.

#### 4.5 Hosted Telephony Services for Microsoft Teams Bolt On

Hosted Telephony Services for Microsoft Teams enables the Client to use Microsoft's Teams application as a Hosted Telephony Services endpoint to make and receive telephone calls using the cloud-based Hosted Telephony Platform. This allows the Client to take advantage of its existing Microsoft infrastructure with business-grade Hosted Telephony Services to support complex business voice requirements, all provisioned within a simple application.

4.5.1 To enable the Hosted Telephony Services for Microsoft Teams Bolt On, the appropriate Microsoft 365 subscriptions are additionally required.

### 5. Hosted Telephony (3CX)

5.1 The Telephony Services provide a secure network connection from the handset to the Hosted Telephony Platform which resides in Ingenious's network. The Hosted Telephony Platform is a richly functional cloud-based telephony exchange which transits voice Calls between the Client's handsets and the Telephony Network. The Hosted Telephony Services includes:

5.1.1 A rich feature main feature set which includes:

- Phone Directory
- Headset Integration
- Call Parking / Pickup
- Call Logging
- Ring Groups
- Busy Lamp Field
- Multi-level IVR

5.1.2 Video conferencing features

- Polls
- PDF Sharing
- Screen Sharing
- Remote Assistance
- Whiteboard
- YouTube Integration

5.1.3 Live Chat and Messaging

- Live Chat
- Social media integration
- SMS & MMS
- Chat Reports

5.1.4 Call Centre Features

- Call Queues
- Call Recording

- SLA Alerting
- Switchboard
- Wallboard
- Call-back
- Barge in / Listen in / Whisper
- Call Reports

## 6. Exclusions

6.1 The following equipment and services are additionally required to support the Telephony Services and are not provided under the terms of this Agreement:

- Access Services to connect to the Core Network
- LAN components

6.2 Ingenious may provide some or all of the equipment and services listed in paragraph 6.1 under the terms of additional agreements.

## 7. Service Desk

7.1 Ingenious's Service Desk provides support and assistance in the use of the Telephony Services, including the following:

- Provision of help and guidance in the use and configuration of the Telephony Services
- Management of the prompt resolution of Incidents arising within the Telephony Services which are identified by Ingenious's monitoring system
- Management of the prompt resolution of Incidents and issues arising within or with the use of the Telephony Services which are raised by the Client
- Escalation management if required in the event of protracted Incident resolution
- Management of Change Requests
- Remote access support if possible and appropriate
- On-site assistance when it is agreed between the parties that such is the best approach to resolving a particular Incident

7.2 The Client shall raise Incident Reports by one of the following methods:

- Via Ingenious's web support app
- Via Email: support@ingenious.co.uk
- By Telephone to Ingenious's Service Desk: 020 3745 6630

7.3 The Service Desk is available from 9am to 5.30pm Monday to Friday, excluding bank and public holidays.

## 8. Service Level Agreement

Service availability is defined as the availability of the SIP Trunking Platform and Core Network to provide the Telephony Services over a stated period of time (any calendar month). Service availability is calculated as:

$$100 \times (\text{Total time in the period} - \text{unplanned Downtime}) / \text{Total time in the period}$$

8.1 SIP Trunking Platform Target Service Availability

Sub-system	Target Availability	
	Standard Platform Build	Resilient Platform Build
Horizon Core Telephony Services (including Call routing and termination)	99.95%	99.99%

Sub-system	Target Availability	
Horizon non-Core Telephony Services (including auto-attendant, call recording and unified messaging, as applicable)	99.0%	99.5%

8.1.1 Ingenious shall make reasonable endeavours to ensure that the Telephony Services are fully available twenty four hours per day, three hundred and sixty five days per year. However it is not possible to guarantee 100% availability of the Telephony Services and Ingenious does not make such warranty. Reasons for reduction in functionality or unavailability of the Telephony Services include, but are not limited to:

- Incidents occurring in the Telephony Network
- Incidents occurring in the Public Internet
- Incidents occurring in the Core Network or the SIP Trunking Platform
- Planned maintenance (Ingenious will provide five Working Days notice in the event of such maintenance)
- Emergency maintenance
- Force Majeure events
- Incidents or degradation of quality of service in the Access Services or the Client's LAN

8.2 Ingenious shall aim to make an initial response to the Client's request for assistance within the following timeframes:

Priority	Example	Response Guarantee	Response Target
Critical	Service outage affecting all End Users or mission-critical operations severely impacted or access to Emergency Services is not available	2 Working Hours	Immediate
High	Service outage affecting less than 20% of End Users	4 Working Hours	Immediate
Medium	Call processing problems for a single End User or a configuration problem	8 Working Hours	4 Working Hours
Low	Problems with single number destinations or quality of service or requests for configuration, documentation	16 Working Hours	8 Working Hours

8.3 Ingenious shall use reasonable endeavours to resolve faults in the Telephony Services in time-scales set out below:

Priority	Target Resolution Time
Critical	6 Working Hours
High	12 Working Hours
Medium	4 Working Days
Low	8 Working Days

8.3.1 Target resolution times are only applicable to the SIP Trunking Platform and Core Network, and do not apply to faults that arise in the Access Services.

8.4 Ingenious's failure to meet the targets set out in this paragraph 4 shall not be deemed to be a breach of this Agreement.

**9. Complaint Handling**

9.1 If dissatisfied with any Services-related matter, the Client should make a complaint using the following escalation path. If the complaint remains unresolved, the Client should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Service Delivery Manager	020 3745 6632
2	Managing Director	020 3745 6631

9.2 Ingenious will respond to complaints within three Working Days.



## Annex to Service Schedule

### **1. Technical Requirements of the Client's LAN**

- 1.1 To support the Telephony Services:
- 1.2 The LAN must be configured to support both IEE 802.1p (Quality of Service suitable for prioritising Real Time Protocol and voice signalling over other forms of data).
- 1.3 The Client's routers must be capable of supporting RFC2474 (Differentiating Services).
- 1.4 LAN switches must be capable of supporting multiple VLANs.
- 1.5 Either LAN equipment should be capable of supplying inline power to telephone handsets or external power must be available.
- 1.6 The performance LAN must meet the following criteria:
  - 1.6.1 Packet latency must not be greater than 50ms;
  - 1.6.2 Packet jitter must not be greater than 20ms;
  - 1.6.3 Packet loss must not be greater than 0.2%.