

4net Technologies Ltd

**HOSTED VOICE
COMMUNICATIONS
AGREEMENT**



THIS CONTRACT commences on [DATE]

By and between

4NET TECHNOLOGIES LTD incorporated and registered in England and Wales with company number 05448638 whose registered office is at 3 Scholar Green Road Stretford Manchester M32 0TR (“**4net**”)and

[FULL COMPANY NAME] [incorporated/formed] and registered in England and Wales with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (“**Customer**”),

(each, a “**Party**” and, together, the “**Parties**”).

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1. Defined Terms

1.1. Capitalised terms used in these General Terms and Conditions will have the following meanings:

“4net Equipment” means any equipment, including any Software, owned or licensed by 4net or its sub-contractors, that is located at a Site for the provision of the Service(s) and, if any, as more fully described in the Schedule and set out in an Order.

“Affiliate” means any legal entity that directly or indirectly controls, is controlled by or is under common control with a Party.

“Applicable Law” means the laws of England and Wales and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of a Service(s), including:

- (a) applicable regulations of a Regulatory Body;
- (b) anti-corruption laws set out in the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and
- (c) all applicable export laws and regulations, including those of the United States of America.

“Business Day” means any day that is customarily regarded in the country or locality in which the Service(s) is provided as a day when business is undertaken, excluding national, public, or bank holidays. If an obligation is to be performed on a day that is not a Business Day, the obligation will be performed on the following Business Day.

“Charges” mean the fees payable by the Customer for the Service(s) as more fully described in the Schedule and as set out in an Order.

“Claim” means any legal claims, actions or proceedings against a Party, whether threatened or actual.

“Commencement Date” means the date set out on the cover sheet of this Contract.

“Confidential Information” means all confidential information disclosed by a Party or its employees, agents, Affiliates, officers or advisers to the other Party under or in connection with the Contract including:

- (a) the Contract;
- (b) all technical or commercial know-how, pricing, specifications, inventions, processes or initiatives that are of a confidential nature; and
- (c) any information that would be regarded as confidential by a reasonable business person and relating to the business, affairs, customers, clients, suppliers, plans or strategy of the disclosing Party or its Affiliates; and the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party or its Affiliates;

but excluding any information that:

- (d) is or becomes available to the public other than as a result of a breach of the Contract;
- (e) was available to a Party on a non-confidential basis prior to disclosure by the disclosing Party;
- (f) the Parties agree in writing is not Confidential Information; or
- (g) was developed by or for the receiving Party independently of the information disclosed by the disclosing Party.

“Contract” means the agreement by and between 4net and the Customer, that comprises these GTC, the Schedule and each Order.

“CRF” has the meaning given to it in the Schedule.

“Customer Personal Data” means Personal Data, or any part of such Personal Data, in respect of which only the Customer is the Data Controller and in relation to which 4net is providing Services under the Contract as a Data Processor.

“Customer Service” has the meaning given to it in the Schedule.

“Data Controller” has the meaning given to it in the Data Protection Act 1998.

“Data Processor” has the meaning given to it in the Data Protection Act 1998.

“Data Protection Legislation” means the applicable mandatory laws and regulations relating to the Processing of Personal Data, including the Data Protection Act 1998 or any subsequent legislation in relation thereto.

“Data Subject” has the meaning given to it in the Data Protection Act 1998.

“Force Majeure Event” means any circumstance beyond a Party's reasonable control that hinders, delays or prevents that Party from performing any of its obligations under the Contract including: acts of God, flood, storm, lightning, drought, earthquake, seismic activity or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; any law or any action taken by a government or public authority, including a failure by 4net or its sub-contractors to obtain (or revocation of) a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts.

“General Disputes” means disputes that do not require intervention at the senior contract management level at the outset of the issue, for example, billing disputes and disputes relating to Service(s) Levels.

“General Terms and Conditions” or **“GTC”** means these clauses of the general terms and conditions.

“Intellectual Property Rights” means any patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, rights in confidential information and know-how, or any similar right in any part of the world and will include any applications for the registration of any of those rights capable of registration in any part of the world.

“Major Disputes” means disputes that require intervention at the senior contract management level at an early stage, for example, any Claims relating to Intellectual Property Rights infringement, Claims with a value exceeding £1 million or material breaches of contract.

“Minimum Term” means the period described as such in the Order commencing on the Service Delivery Date.

“Notice” means any notice to be given by a Party to the other Party under the Contract in accordance with clause 25.

“Order” means an order under the Contract for Purchased Equipment or for the Service as set out in a Order Schedule.

“Personal Data” has the meaning given to it in the Data Protection Act 1998.

“Planned Maintenance” means any work planned in advance to be carried out by, or on behalf of, 4net, including:

- (a) to maintain, repair or improve the performance of 4net's network (or that of 4net's subcontractors) or any Service(s); or
- (b) to make any change to a Service that does not have a material adverse effect on the performance or provision of the Service including: the introduction or withdrawal of any Service features; or the replacement of any Service with an equivalent Service.

“Process(es)/processing” has the meaning given to it in the Data Protection Act 1998.

“Purchased Equipment” means any equipment, including any Software, sold by 4net to the Customer and, if any, as set out in an Order.

“Regulatory Body” means any national or supranational regulatory or competition body, government department, court, or other body authorised and empowered under local law in the relevant country to regulate or adjudicate on the provision of the Services.

“Schedule” means the schedule under the Contract that describes the Service and sets out the specific terms and conditions applicable to that Service.

“Service” means any Service including, where applicable, to a particular Site, or a part or component of a Service provided by 4net under the Contract as described in the Schedule and set out in an Order, and may include any of the following: 4net Equipment, Software and Purchased Equipment.

“Service Credit” means any agreed remedy for failure by 4net to meet a Service Level, and, if any, as more fully described in the Schedule or set out in an Order.

“Service Delivery Date” means the date on which the Service is first made available to the Customer in relation to each Order unless or to the extent set out otherwise in the Schedule or Order.

“Service Level” means any agreed minimum level of Service to be achieved by 4net with respect to a Service, such as delivery, availability or restoration, and, if any, as more fully described in the Schedule.

“Site” means any location owned, managed or controlled by the Customer or any third party where the Service is used and to which 4net (or its sub-contractors) may require access and/or may install 4net Equipment in order to provide the Service.

“Software” means any software, other than any open source software, and associated written and electronic documentation provided by 4net to the Customer as set out in an Order, together with any embedded software.

“Transaction Taxes” mean VAT or other similar taxes, customs duties, excise taxes, and regulatory and other fees or surcharges relating to the provision of the Service(s).

“User” means any person who is permitted by the Customer to use or access a Service.

“Withholding Taxes” mean any tax, deduction, levy or similar payment obligation that is required to be deducted or withheld from a payment under Applicable Law.

1.2. Interpretation:

1.2.1. Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.2. Any time a Party’s right or obligation is expressed as one that they “may” exercise or perform, the option to exercise or perform that right or obligation will be in that Party’s sole discretion.

2. Order of Precedence

In the event of a conflict between the documents constituting the Contract, the order of precedence will be as follows in decreasing order, for each Service:

- 2.1. the Schedule;
- 2.2. these GTC; and
- 2.3. the Order(s).

3. Commencement and Duration

- 3.1. The Contract starts on the Commencement Date and will continue until terminated in accordance with the Contract.
- 3.2. 4net will provide each Service from its Service Delivery Date for the duration of the applicable Minimum Term and will continue to do so until the Contract is terminated in accordance with the Contract.
- 3.3. Each Order will form a separate Contract incorporating these GTCs and the Schedule.

4. Warranties

- 4.1. 4net warrants that it is duly incorporated and has due authorisation to enter into and perform its obligations under the Contract.
- 4.2. The Customer warrants that it is duly formed and has due authorisation to enter into and perform its obligations under the Contract.

5. 4net Obligations

4net will:

- 5.1. provide the Service to the Customer with reasonable care and skill;
- 5.2. comply with all Applicable Law in the provision of the Service; and
- 5.3. if applicable to the Service, take reasonable precautions to prevent any unauthorised access by third parties to any part of the telecommunications network provided by 4net (or its subcontractors), but 4net will not be liable for any loss or damage sustained by the Customer in the event of any unauthorised access.

6. Customer Obligations

The Customer will:

- 6.1. provide reasonable assistance to and comply with reasonable requests from 4net in all matters relating to the Service, including health and safety, the environment, sustainability, security, or the quality or performance of the Service;
- 6.2. comply with, and ensure that its Users comply with, all Applicable Law in the receipt and use of the Service;
- 6.3. adhere to and comply with the Compliance Obligations;
- 6.4. provide 4net with any information and materials as 4net may reasonably request in order to provide the Service and will ensure that such information is accurate and complete in all material respects; and
- 6.5. obtain and maintain all necessary consents, licences, permissions and authorisations that are required for the Service including: consents for any alterations to buildings or entrance to property required from local authorities, landlords or owners; for the installation of 4net Equipment; or for use of the Service over the Customer's network or at a Site
- 6.6. be responsible for any damage to or loss of the 4net Equipment other than due to fair wear and tear.

7. Excused Performance

Notwithstanding the occurrence of a Force Majeure Event, in which case clause 23 will govern, 4net will not be in breach of the Contract, nor legally liable, for any failure or delay to perform any of its obligations under the Contract (including any of its obligations to meet the Service Levels, if any) if and to the extent that 4net's failure or delay in performing arises as a result of:

- 7.1. any failure or delay by the Customer to perform any of the Customer's obligations under the Contract;
- 7.2. any act or omission other than on the part of 4net or a subcontractor appointed by it; or
- 7.3. a Regulatory Body restricting or preventing 4net (or a subcontractor) from supplying a Service.

8. Charges and Payments

- 8.1. The Customer will pay the Charges for the Service in accordance with the Contract.
- 8.2. Subject to clause 10.1, the Customer will pay each invoice in cleared funds without any set-off, counterclaim, deduction or withholding (other than as required by law) within 21 days of the date of 4net's invoice.
- 8.3. 4net will invoice and the Customer will pay all Charges in Pounds Sterling.
- 8.4. All Charges will be calculated in accordance with details recorded by, or on behalf of, 4net.
- 8.5. Where invoices are to be issued online, 4net will notify the Customer by email when a new invoice is issued.

- 8.6. Charges are exclusive of all applicable Transaction Taxes and the Customer will pay all Transaction Taxes on receipt of a valid tax invoice, including those Transaction Taxes paid or payable by 4net but that, under Applicable Law, 4net is entitled to pass on to the Customer and that are customarily passed on to customers by service providers, except to the extent a valid exemption certificate is provided by the Customer to 4net prior to the delivery of any Service.
- 8.7. If payment of any amount of the Charges is subject to Withholding Taxes, the Customer will gross up its payments by, or indemnify 4net for, those additional amounts as are necessary such that the net amounts received by 4net after all deductions and withholdings will be not less than what would have been received in the absence of those Withholding Taxes.
- 8.8. Should the Customer initiate any change to the agreed billing arrangements for the Service (whether by assignment, change of control or otherwise), and such change results in additional Transaction Tax and/or Withholding Tax to 4net and/or its Affiliates that they are unable to fully recover (including as a result of complying with any resulting regulatory requirements), then, notwithstanding any other provisions of this Contract, 4net may modify the Charges for the Service accordingly and the Customer will be liable for those additional amounts.

9. Default on Payment

- 9.1. If the Customer fails to pay any invoice in accordance with clause 8, 4net may:
 - 9.1.1. charge the Customer interest on the outstanding amount at the annual rate of 4.5 per cent above the Bank of England's base lending rate at the time, or at the maximum rate permitted by Applicable Law, whichever is less, with such interest compounded daily from the due date of the invoice until payment is made in full by the Customer, whether before or after any judgment; and
 - 9.1.2. restrict or suspend any part of the Service relating directly to the unpaid invoice until payment has been made in full.
- 9.2. Where the Customer makes an aggregated payment in respect of more than one invoice, the Customer will, upon request, provide a breakdown to show amounts paid in relation to each individual invoice, clearly identifying the amount applicable to each.

10. Invoice Disputes

- 10.1. The Customer will pay by the due date, all undisputed amounts and any disputed amounts that are less than five per cent of the total invoice amount.
- 10.2. If the Customer disputes an invoice, it will provide Notice to 4net of the dispute within 14 days of the date of the invoice and will provide all information relevant to the dispute, stating the reasons for and the amount in dispute.
- 10.3. If the Customer pays by direct debit, 4net will amend the direct debit by the disputed amount while it looks into the dispute.
- 10.4. Any invoice disputes will be resolved in accordance with the General Dispute resolution procedure set out at clause 24.
- 10.5. The Customer will pay any resolved amount within five Business Days after resolution of the dispute.
- 10.6. Clause 9.1.1 will apply to any resolved amounts payable to 4net from the original due date.

11. Review of Charges

- 11.1. 4net may adjust the Charges at any time on the giving of 5 days Notice to reflect a change in international termination rates.
- 11.2. 4net may further review and adjust the Charges provided that 4net gives the Customer at least 21 days' prior Notice of any increase.

12. Intellectual Property Rights

- 12.1. Each Party's Intellectual Property Rights, whether pre-existing or created by a Party during or arising out of or in connection with the performance of this Contract, will remain the absolute property of that Party or its licensors.
- 12.2. 4net will give the Customer a non-transferable and non-exclusive licence to use, solely as necessary for receipt or use of the Service(s), all Software (in object code form only) and associated documentation that may be supplied by 4net, subject to the Customer's compliance with the Contract and any third party terms and conditions, as more fully set out in the Schedule or set out in an Order, that apply to the use of the Software.
- 12.3. The Customer will not copy, decompile, modify or reverse engineer any Software or knowingly allow or permit anyone else to do so, except as expressly permitted by 4net in writing or otherwise provided at law.
- 12.4. The term of any licence granted by 4net under clause 12.2 will terminate on the date that the applicable Service is terminated.
- 12.5. 4net will indemnify, hold harmless and defend the Customer from and against any Claims brought against it by a third party for alleged infringement of that third party's Intellectual Property Rights by the Customer's receipt of any Service(s) provided that, for each Claim, the Customer promptly notifies 4net of the Claim, 4net is given immediate and complete control of the Claim, the Customer does not make any public statements related to the Claim or in any way prejudice 4net's defence of the Claim, and the Customer gives 4net (or its subcontractors) all reasonable assistance with the Claim. All costs incurred or recovered in negotiations, litigation, and settlements relating to any indemnity given under this clause 12.5 will be for 4net's account.
- 12.6. The indemnity set out in clause 12.5 will not apply to Claims arising out of or in connection with:
- 12.6.1. the use of any Service in conjunction or combination with other equipment or software or any other service(s) not supplied by 4net;
 - 12.6.2. any unauthorised alteration or modification of any Service;
 - 12.6.3. content, designs or specifications supplied by, or on behalf of, the Customer; or
 - 12.6.4. use of the Service other than in accordance with this Contract.
- 12.7. The Customer will indemnify 4net against all Claims, losses, costs and liabilities arising out of or in connection with the matters set out in clause 12.6 that are attributable to the Customer or its agents or Users and will cease any such activity immediately upon Notice from 4net or at such time as the Customer became aware, or should have reasonably have been aware, that the activity had given rise to the Claim.
- 12.8. If any Service becomes, or 4net reasonably believes it is likely to become, the subject of a Claim of infringement of any third party's Intellectual Property Rights as referred to in clause 12.5, 4net may, at its own expense:
- 12.8.1. secure for the Customer a right of continued use; or
 - 12.8.2. modify or replace the relevant part(s) of the Service so that it is no longer infringing, provided that that modification or replacement will not materially affect the performance of the relevant part(s) of the Service.
- 12.9. The indemnity in clause 12.5 and the actions in clause 12.8 will be the Customer's sole and exclusive remedy for any Claims arising out of or in connection with an infringement of Intellectual Property Rights.

13. Confidentiality

- 13.1. Each Party will keep in strict confidence all Confidential Information disclosed to it and will only disclose any Confidential Information:
- 13.1.1. to those of its employees, agents, Affiliates, officers, directors, advisers and, in the case of 4net, its subcontractors and suppliers, who need to know it for the purpose of

that Party discharging its obligations or receiving a benefit under the Contract, and will ensure that those employees, agents, Affiliates, officers, directors, advisers and, in the case of 4net, its subcontractors and suppliers, comply with the obligations set out in this clause 13 as though they were a party to the Contract; or

13.1.2. as is required by law, any governmental or regulatory authority or by a court of competent jurisdiction.

13.2. This clause 13 will survive termination of the Contract for a period of three years.

14. Data Processing

In this Clause 14:

14.1.1 **"Data Protection Law"**: means the Data Protection Act 1998 and, from 25 May 2018, the General Data Protection Regulation 2018 ("GDPR") (as amended, superseded or replaced), and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner from time to time;

14.1.2 **"process", "data controller", "data processor", "data subject(s)", "personal data", and "subject access request"** shall have the meaning given in the Data Protection Law.

14.2 The Customer will comply with its obligations as a data controller under Data Protection Law. The Customer warrants and represents that the carrying out by 4net of processing of the personal data under this Agreement shall not infringe Data Protection Laws.

14.3 The Customer hereby appoints 4Net as data processor in relation to personal data which 4Net receives under or in connection with the performance of this Agreement.

14.4 The details of the personal data processed for the purposes of this Agreement include:

14.4.1.1 Subject matter: The subject matter of the data processing is the carrying out of the Services under this Agreement.

14.4.1.2 Duration: The duration of the data processing is until the termination of the Agreement in accordance with its terms.

14.4.1.3 Purpose: The purpose of the data processing is the provision of the Services to the Customer and the performance of 4Net's obligations under the Agreement or as otherwise agreed by the Parties.

14.4.1.4 Nature of the processing: As set out [confirm where].

14.4.1.5 Categories of data subjects: As set out [confirm where].

14.4.1.6 Types of personal data: As set out [confirm where].

14.5 In processing personal data pursuant to this Agreement, 4Net shall:

14.5.1.1 act only on documented instructions from the Customer unless required to do so by Data Protection Law, in which case 4Net shall inform the Customer of such legal requirement before carrying out such processing, unless that law prohibits the provision of such information on grounds of public interest;

14.5.1.2 ensure that all 4Net personnel involved in the processing of personal data (including its staff, agents and subcontractors) are under appropriate obligation of confidentiality;

- 14.5.1.3 take all measures required by Article 32 of the GDPR in respect of the personal data;
- 14.5.1.4 not engage another processor without the prior written authorisation of the Customer.
Where 4Net does engage another processor, 4Net shall impose the same obligations on such processor as are imposed on 4Net by this clause 7;
- 14.5.1.5 taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the data subject's rights set out in Chapter III of the GDPR;
- 14.5.1.6 assist the Customer in ensuring compliance with the obligations set out in Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to 4Net;
- 14.5.1.7 at the Customer's choice, delete or return to Customer all personal data in its possession or control after the end of such processing, save that this requirement shall not apply to the extent 4Net is required by Data Protection Law to retain some or all of the personal data.
- 14.5.1.8 make available to the Customer all information necessary to demonstrate compliance with this Agreement and allow the Customer (or its authorised representatives) to inspect and audit 4Net's compliance with the terms of this Agreement;
- 14.5.1.9 notify the Customer immediately if, in 4Net's opinion an instruction from the Customer infringes Data Protection Law
- 14.5.1.10 not cause or permit personal data to be transferred outside the EU without the Customer's prior written consent, unless required to do so by Data Protection Law.

15. Suspension of Service

15.1. 4net may restrict or suspend any affected Service or part of Service:

- 15.1.1. to conduct Planned Maintenance, in which case 4net will notify the Customer in advance;
- 15.1.2. for any payment default in accordance with clause 9.1; or
- 15.1.3. if 4net (or its subcontractors) reasonably considers that it is required to do so in order to safeguard the integrity and security of its network.

15.2. 4net will endeavour to notify the Customer in advance of any restriction or suspension for any of the events listed in clauses 15.1.2 to 15.1.3 as soon as commercially reasonable.

15.3. Where 4net exercises its rights to restrict or suspend the Service in clauses 15.1.2 to 15.1.3 (but, in the case of 15.1.3, only where the need to safeguard the integrity of security of the network arose as a result of a breach by the Customer):

- 15.3.1. the Customer will continue to be liable for all applicable Charges for that Service until the Contract is terminated; and
- 15.3.2. 4net may charge a re-installation fee in order to resume supply of the Service to the Customer.

16. Not Used

17. Termination after Minimum Term

17.1. The Customer may terminate the Contract by giving no less than 100 days' prior Notice to 4net such Notice to expire no earlier than the expiry of the Minimum Term.

17.2. 4net may terminate the Contract by giving not less than 75 days' prior Notice to the Customer, such Notice to expire no earlier than the expiry of the Minimum Term.

18. Termination for Cause

18.1. Either Party may immediately terminate the Contract by giving Notice to the other Party if:

18.1.1. the other Party commits a material breach that is capable of remedy and fails to remedy the breach within:

- (a) 14 days where there is a failure to pay a sum due under this Contract; or
- (b) 30 days from the date of the Notice of the breach; or

18.1.2. the other Party commits a material breach that cannot be remedied.

18.2. Either Party may terminate the Contract by giving Notice to the other Party if that other Party is the subject of a bankruptcy order; becomes insolvent; makes any arrangement or composition with or assignment for the benefit of its creditors; ceases to carry on business; goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory; ceases to trade or operate; owns any assets that are material to the operations of all or substantially all of its business that are the subject of any form of seizure or have a receiver or administrator appointed over them; or a notice is given, a petition issued, a resolution passed or any other step is taken to commence any of the procedures listed in this clause 18.2 in the jurisdiction of that other Party.

19. Termination for a Force Majeure Event

19.1. Subject to clause 21.1, either Party may terminate the affected Service where a Force Majeure Event has caused a total loss of that Service for a continuous period of more than 20 Business Days by giving Notice to the other Party.

19.2. The right in clause 19.1 will expire and the Notice will have no effect if the Force Majeure Event has ceased prior to the Notice being received.

20. Consequences of Termination

20.1. Cancellation, termination or expiration of any part of the Service will not affect the Parties' rights and obligations in relation to any other parts of the Service and each other part of the Service will continue in full force and effect until termination or expiry of that Service or termination of the Contract.

20.2. Termination of the Contract or cancellation, termination or expiration of the Service or any Order(s) will not affect the rights of the Parties accrued up to the date of cancellation, termination or expiration, as applicable.

21. Payment on Termination

21.1. Each Party will, on termination of the Contract for any reason, immediately pay to the other Party any outstanding amounts and interest that are properly due and payable for each relevant Service in accordance with the Contract.

22. Limitation of Liability

22.1. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

22.2. Nothing in the Contract excludes either Party's liability for:

- 22.2.1. death or personal injury caused by its negligence;
- 22.2.2. fraud or fraudulent misrepresentation; or

- 22.2.3. for any other reason not permitted by Applicable Law.
- 22.3. Subject to clause 22.2, neither Party will be liable, however arising out of or in connection with the Contract, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent) restitution or otherwise for:
- 22.3.1. any of the following losses, no matter if those losses are direct or indirect:
- (a) loss of profit, revenue or anticipated savings;
 - (b) loss of business or contracts;
 - (c) goodwill;
 - (d) loss from wasted expenditure, wasted time or business interruption;
 - (e) loss, destruction or corruption of data; or
 - (f) liability to any third parties; or
- 22.3.2. any special, indirect or consequential loss or damages, (collectively, the “Excluded Losses”); and
- 22.3.3. at any time, in the aggregate, any losses other than the Excluded Losses (the “**Recoverable Losses**”) for more than the larger of:
- (a) 100 per cent of the Charges for the Service from which the Recoverable Losses directly arose that were paid and payable in the 12 months prior to the initial incident giving rise to the Recoverable Losses (not including VAT); and
 - (b) £10,000 pounds sterling.
- 22.4. Nothing in the Contract will restrict or limit either Party’s general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under any indemnity.
- 22.5. Any amounts paid by 4net to the Customer as Service Credits, as may be more fully described in the applicable Schedule, will be the Customer’s sole and exclusive remedy for any failure by 4net to meet an applicable Service Level and, in any case, will reduce any damages payable up to the applicable limits of liability in this clause 22.
- 22.6. The Customer is advised to obtain its own business continuity insurance.

23. Force Majeure Events

Where a Force Majeure Event occurs:

- 23.1. neither Party will be in breach of the Contract, nor legally liable, for any failure, delay, defect or omission in performing its obligations under the Contract; and
- 23.2. the affected Party will be entitled to a reasonable extension of the time for performing its affected obligations under the Contract.

24. Dispute Resolution Procedure

- 24.1. The Parties will use reasonable endeavours to resolve any dispute or Claim arising out of or in connection with the Contract, the Service or any Order(s), including any question regarding its existence, validity or termination, without referral to the courts or applicable regulatory authority.
- 24.2. Nothing in this clause 24 prevents either Party from:
- 24.2.1. seeking interlocutory or other immediate relief where a risk of imminent harm exists for that Party for which there is no other adequate remedy in the Contract;
 - 24.2.2. pursuing court proceedings, but only after it has either pursued the process set out for General Disputes, or considered pursuing the process for Major Disputes; or

24.2.3. exercising any rights and remedies that may be available to it in respect of a breach of the provisions of the Contract.

24.3. General Disputes

24.3.1. Either Party may initiate a General Dispute by giving Notice to the other Party of its complaint and setting out the nature and full particulars of the dispute, together with relevant supporting documents.

24.3.2. Each Party will use its reasonable endeavours to resolve the dispute within 21 days of notification, and will keep the other Party informed of developments.

24.3.3. If the dispute remains unresolved after 21 days, it may be escalated to a senior executive of each Party (at Vice President level or above).

24.3.4. Each Party will use its reasonable endeavours to resolve the escalated dispute within 14 days of escalation, and will keep the other Party informed of developments.

24.3.5. If the dispute remains unresolved 14 days after the escalation, the Parties will consider mediation or arbitration.

24.4. Major Disputes

24.4.1. Either Party may initiate a Major Dispute by giving Notice to the other Party of its complaint and setting out the nature and full particulars of the dispute, together with relevant supporting documents.

24.4.2. Each Party will use its reasonable endeavours to resolve the dispute within 30 days of notification, and will keep the other Party informed of developments.

24.4.3. If the dispute remains unresolved after 30 days, or if a Party reasonably considers that the Major Disputes procedure is inappropriate, the Parties will consider mediation or arbitration.

24.5. Arbitration and Mediation

24.5.1. Subject to the Parties' compliance with clauses 24.3 and 24.4, either Party may initiate arbitration or mediation by giving Notice to the other Party and, unless otherwise agreed, proceedings will commence no later than 15 days after the notification.

24.5.2. Unless otherwise agreed by the Parties, any arbitration or mediation will be conducted in London and in the English language.

24.5.3. The costs of any mediation will be shared equally between the Parties unless determined otherwise by competent or authorised bodies.

24.5.4. If the Parties agree to resolve a dispute by arbitration:

- (a) the matter will be referred to, and finally resolved by, arbitration in accordance with the arbitration rules published by the London Court of International Arbitration, which are deemed to be incorporated by reference into this clause 24.5.4(a); and
- (b) the number of arbitrators will be one.

25. Notices

25.1. Any Notices required to be given under the Contract will be in writing, in English and delivered by hand, by prepaid first class post, by recorded delivery, by commercial courier or electronic mail to the other Party at:

25.1.1. the receiving Party's address or email address set out in the Contract or Order;

25.1.2. the receiving Party's registered office address as of the date of the Notice; or

25.1.3. any other address or email address notified by the receiving Party in a Notice to the other Party from time to time, including, as updated on an Order.

25.2. Each Party will promptly notify the other by giving Notice of any changes to its contact details.

25.3. Notices given under the Contract are deemed to have been duly received if:

- 25.3.1. delivered by hand or by courier, when left at the address and a delivery receipt is signed on behalf of the addressee;
- 25.3.2. sent by prepaid post or recorded delivery, three Business Days after posting; or
- 25.3.3. sent by electronic mail, where receipt of the email is confirmed or acknowledged, including by transmission of an automatic electronic read receipt or a manual acknowledgement from the recipient.

26. Assignment and Subcontracting

- 26.1. The Contract will be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns.
- 26.2. Either Party may assign the benefit of the Contract to any of its Affiliates upon Notice to the other Party or to a party other than an Affiliate with the prior written agreement of the other Party.
- 26.3. 4net may subcontract the performance of any of its rights or obligations under the Contract, including subcontracting the provision of any Service(s), although 4net will remain financially responsible for the performance of its obligations under the Contract to the Customer.

27. Publicity

Unless required by Applicable Law, a Party may not make, or permit any person to make, any public announcement or publish or use any advertising, sales promotions, press releases, or other publicity that relates to the Contract or its subject matter or use any trademarks, service marks, trade names, logos or other indicia of origin of the other Party or its Affiliates without the prior written approval of the other Party, which will not be unreasonably withheld or delayed.

28. Rights of Third Parties

Except for any person to whom the benefit of the Contract is validly assigned, a person who is not a Party to the Contract will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, even if any term of the Contract purports to confer or may be construed as conferring a benefit on a third party.

29. No Partnership or Agency

Nothing in the Contract establishes any partnership, exclusive arrangement or joint venture between the Parties, constitutes any Party as the agent of the other Party, nor authorises any Party to make or enter into any commitments for or on behalf of any other Party except as may be expressly provided in the Contract.

30. No Waiver

Except as otherwise specifically provided in the Contract, no failure to exercise, or delay in exercising, any right or privilege will operate as a waiver of any right or privilege.

31. Severance

- 31.1. If any court or competent authority finds that any provision (or part of any provision) of the Contract is illegal, invalid or unenforceable, that provision or part provision, to the extent required, will be deemed to be deleted. The legality, validity or enforceability of any other provision of the Contract will not be affected.
- 31.2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the Parties will negotiate in good faith to amend the provision so that, as amended, it is legal, valid and enforceable, and to the greatest extent possible, achieves the Parties' original commercial intention.

32. Amendment

32.1. Subject to clauses 11, 32.2 and 32.3, no amendment of the Contract will be effective unless agreed in writing by the Parties.

32.2. 4net may amend the Contract at any time by giving the Customer 21 days' Notice in order to:

- 32.2.1. comply with any legal or regulatory obligation; or
- 32.2.2. protect the use of its brand or that of its subcontractors; or
- 32.2.3. introduce new or improved service features; or
- 32.2.4. withdraw service features or components; or
- 32.2.5. introduce new or improved service levels; or
- 32.2.6. change the technical specification of the Service; or
- 32.2.7. improve clarity, or make corrections to typographical errors; or
- 32.2.8. introduce process changes; or
- 32.2.9. change the codes or the numbers allocated to the Service in order to meet the national numbering requirements of Ofcom;

provided that the changes in clauses 32.2.3 to 32.2.9 will not materially adversely affect the Service.

32.3. 4net will provide 21 days Notice if it proposes any amendments to the Contract that are not otherwise specifically referred to in the GTC.

32.4. Upon expiry of the Notice set out in clause 32.3, the changes to the Contract proposed by 4net will automatically apply unless the Customer responds to 4net within 21 days of the Notice disagreeing with the changes.

33. Survival

The Parties' rights and obligations, the nature of which are intended to continue beyond termination of the Contract will survive termination of the Contract.

34. Entire Agreement

- 34.1. The Contract constitutes the whole agreement between the Parties with respect to the subject matter and supersedes any and all prior oral or written understandings, arrangements, negotiations, communications and/or representations between them.
- 34.2. Any Customer's standard terms and conditions attached to, enclosed with, or referred to in any Order or in any pre-contractual negotiations will have no effect and will not apply.
- 34.3. Each Party acknowledges that, in entering into the Contract, it has not relied on any representation, warranty, collateral contract or other assurance other than those set out in the Contract, and waives all rights and remedies that, but for this clause 34, might otherwise be available to it in respect of any such reliance.

35. Choice of Law and Jurisdiction

- 35.1. This Contract and any dispute or Claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or Claims) will be governed by and construed in accordance with the law of England and Wales.
- 35.2. The Customer and 4net irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or Claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or Claims).

The Parties have shown their agreement to the GTC by signing below.

For 4net:	For the Customer:
By: (Authorised Signature)	By: (Authorised Signature)
(Typed or Printed Name)	(Typed or Printed Name)
(Title)	(Title)

Schedule to the GTC

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PART A – THE SERVICE

1. Service Summary

4net will provide to the Customer an Avaya Cloud Solution, comprised of:

- 1.1. all of the service standard components set out in paragraph 2 as set out in any applicable Order; and
- 1.2. any of the service options set out in paragraph 3 that are selected by the Customer as set out in any applicable Order,
(the “**Service**”).

2. Service Standard Components

4net will provide to the Customer all of the following service standard components in accordance with the details set out in any applicable Order:

A platform which will transit voice Calls to and from Users;

2.1. Avaya Service Portals

- 2.1.1. The Avaya Service Portals, which include the Avaya Control Manager, allows the Customer to add and delete Users and configure User Profiles and Applications within the Customer Service.

2.2. Access to Applications

- 2.2.1. The Applications available with the Service are available from 4net upon request and subject to update from time to time.
- 2.2.2. 4net will provide all Applications in English and all of the user interfaces and reports will be labelled in English.
- 2.2.3. The Service supports the integration of Customer or 3rd party owned applications via the application programming interfaces (API)s with further information available from 4net upon request.
- 2.2.4. 4net will provide information describing how to use the API features of the Service, including best practice application development.
- 2.2.5. Where applicable, The Service will store recorded calls for 30 days after which the Customer will be responsible for providing and managing storage for call recordings. Alternatively, additional storage may be purchased from 4net..

2.3. Number Allocation and Presentation Numbers

- 2.3.1. Where applicable, geographic numbers will be allocated to the Customer by 4net.
- 2.3.2. The Customer will be allocated blocks of up to 100 concurrent numbers in a single order.
- 2.3.3. 4net may revoke any newly allocated number range on reasonable notice where the Customer is not, in 4net’s reasonable opinion actively making use of such numbers.
- 2.3.4. 4net will not be responsible for verifying any information relating to third party or other network operator telephone numbers used as Presentation Numbers.
- 2.3.5. 4net reserves the right to suspend and/or withdraw the use of the Presentation Numbers without notice if:
 - (a) it is subsequently found that the information supplied by the Customer was, or has become, inaccurate; and/or
 - (b) 4net reasonably believes that a Presentation Number is being used:

- (i) in a way prohibited by the CLI Code of Practice; and/or
- (ii) to generate revenue-sharing as set out in paragraph 1.1(e)(ii).

2.3.6. 4net will process orders for Type 3 and Type 5 Presentation Numbers based upon the information supplied by the Customer on the CRF as set out in paragraph 8.1.11.

2.4. Number Porting

2.4.1. 4net will manage the porting of all numbers to be used in connection with the Customer Service.

2.4.2. There may be some restrictions to number portability.

2.4.3. 4net will manage the porting of telephone numbers using the information supplied by the Customer in accordance with all relevant legislation and regulations (including codes of practice). It is the Customer's responsibility to secure the co-operation of the losing Communications Provider in any number porting activity requested by the Customer.

2.5. Calls

2.5.1. Call types not supported by the Service are available upon request.

2.5.2. If Calls conveyed via the Service for onward termination to an International Destination Network are abnormally high 4net or the overseas network operator may instigate network management control measures, provided the control measures instigated are reasonably proportionate to the security risk caused. 4net will notify the Customer of the action taken as soon as is reasonably practicable, provided that in the case of action taken by the overseas network operator, 4net is made aware of the measures taken.

2.6. Reports

2.6.1. Reports relating to the Service, will be available to the Customer from 4net or via the Avaya Service Portals.

3. Service Options

4net will provide to the Customer any of the following options that are set out in any applicable Order and in accordance with the details set out in that Order:

3.1. Customer Equipment

3.1.1. Details of approved handsets for use with the Service are available on request.

3.1.2. The Customer will be responsible for providing approved Customer Equipment.

3.1.3. 4net will be responsible for remotely updating and maintaining the configuration for all approved handsets used in association with the Service.

4. Service Management Boundary

4.1. 4net will provide and manage the Service as set out in Parts B and C of this Schedule up to and including the 4net provided access Circuits and associated termination hardware ("Service Management Boundary").

4.2. 4net will have no responsibility for the Service outside the Service Management Boundary.

4.3. Customer specific physical and logical access circuits not provided by 4net will be outside the Service Management Boundary. In this instance, the Service Management Boundary will be the physical interface between the 4net network and the customer provided circuits.

5. Associated Services and Third Parties

5.1. The Customer will have the following components in place to connect to the Service in order for the Service to function and will ensure that these components meet the minimum technical requirements specified by 4net:

- 5.1.1. IP phones (where not provided by 4net);
 - 5.1.2. Where not provided by 4net, an appropriate access network and any corresponding data hardware (e.g. router, port switches) to support VoIP with sufficient bandwidth to meet the Customer requirements and their interface to the Service, as set out in the Scope of Works;
 - 5.1.3. appropriate Local Area Network infrastructure plus any corresponding router or port switches suitable to deliver the Customer requirements to Agents and Users;
 - 5.1.4. personal computers or laptops meeting the minimum Service requirements as notified by 4net;
 - 5.1.5. Internet browser meeting the minimum Service requirements as notified by 4net; and
 - 5.1.6. Inbound Services supplied and configured to support any non-geographical numbers (each an “Enabling Service”).
- 5.2. If 4net separately provides the Customer any service(s) other than the Service (including, but not limited to any Enabling Service) this Schedule will not apply to those service(s) and those service(s) will be governed by their separate terms and conditions.

6. Specific Terms and Conditions

6.1. Security

The Customer acknowledges that use of VoIP, like other network-based services, carries certain security risks to the systems and networks of customers, network providers and third parties including, but not limited to: misuse; unauthorised access; alterations; theft; fraud; destruction; corruption; and attacks (“Occurrences”). The Customer will ensure that it takes security measures including but not limited to the use of firewalls, passwords, access restrictions, encryption, policies, and physical access restrictions to protect from Occurrences all VoIP traffic, equipment, software, data and systems located on the Customer’s premises or otherwise in the Customer’s control and used in connection with VoIP, whether owned by the Customer, 4net, or 4net’s subcontractors.

6.2. Avaya Software

- 6.2.1. The Customer will comply with the provisions of any Software licences provided with or as part of the Service.
- 6.2.2. If any Avaya Software (or portion of it) provided under this Contract is installed or downloaded at the Customer premises or on any of the Customer’s devices or otherwise made available or accessible to the Customer, the Customer hereby agrees to and shall comply with Avaya’s End User License Agreement (“EULA”) for the applicable Avaya Software, located at <http://support.avaya.com/LicenseInfo> or at such other link as notified to the Customer by 4net.

6.3. Content

- 6.3.1. Where the Customer provides Content for use in connection with the Service, the Customer warrants that it has obtained in writing all necessary rights, clearances and permissions to allow it to use the Content including but not limited to any associated copying, storage, streaming or playing of the Content.
- 6.3.2. The Customer will obtain any necessary licences from the Performing Right Society (PRS), Mechanical Copyright Protection Society (MCPS), Phonographic Performance Limited (PPL) or any other copyright holder and pay any applicable royalties or other charges to use any Content with the Service.
- 6.3.3. If the Customer provided Content is the subject of a claim of infringement of any Intellectual Property Rights or breach of any licensing requirement or if 4net reasonably believes that the Content is likely to become the subject of such a claim, 4net may, without notice, delete the Content and /or disable the streaming or playing of the

Content.

- 6.3.4. The Customer will indemnify 4net against any claims or legal proceedings that are brought or threatened against 4net by a third party arising from any breach of paragraphs 6.5.1 or 6.5.2. 4net will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

PART B – SERVICE DELIVERY AND MANAGEMENT

7. 4net Obligations

7.1. Service Delivery

Before the Service Delivery Date and, where applicable, throughout the provision of the Service, 4net will:

- 7.1.1. provide to the Customer contact details for the helpdesk the Customer may contact to submit service requests, report Incidents and make inquiries relating to the Service (“Service Centre”). The Service Centre will provide the Customer with support as defined in paragraph 16.1;
- 7.1.2. comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to 4net in writing. 4net will not be liable to the Customer if, as a result of any such compliance, 4net is in breach of any of its obligations under this Contract;
- 7.1.3. provide the Customer with a date on which delivery of the Service (or each part of the Service) is due to start and will use its commercially reasonable endeavours to meet any date.
- 7.1.4. use its reasonable endeavours to provision the Service by any date agreed with the Customer, but will have no liability for a failure to do so.
- 7.1.5. provide to the Customer copies of (or provide access to if held on a web interface) the documentation necessary for the Customer to access and use the Service as contemplated by this Contract.

7.2. Commissioning of the Service

Following the Service Delivery Date 4net will:

- 7.2.1. configure the Service as set out in Scope of Work;
- 7.2.2. connect the Service to each Enabling Service as set out in the Scope of Work

7.3. During Operation

On and from the Service Delivery Date, 4net will:

- 7.3.1. respond and use reasonable endeavours to remedy an Incident without undue delay if 4net detects, or if the Customer reports, an Incident with the Service;
- 7.3.2. take all reasonable steps to ensure that any software used with or in conjunction with the Service is not infected by viruses and/or logic bombs, worms, trojan horses and any other type of disruptive, destructive or nuisance programs;
- 7.3.3. aim to meet the Service Levels set out in paragraphs 15 to 21.

7.4. Scheduled and Unscheduled Outages

For the purpose of updating facilities, and Planned Maintenance, scheduled downtime may occur from time to time. 4net:

- 7.4.1. will use its reasonable endeavours to provide the Customer with advance notice of any scheduled downtime as set out in paragraph 20;
- 7.4.2. will use its reasonable endeavours to keep all scheduled downtime to the quietest time on the Service;
- 7.4.3. may occasionally suspend the Service for operational reasons (such as maintenance or Service upgrades) or because of an Emergency, but before doing so will give the Customer as much notice as reasonably possible and whenever practicable will agree

with the Customer, when the Service will be suspended.

7.5. The End of the Service

On termination of the Service by either Party, or expiry, 4net will have the right to disconnect and remove any 4net Equipment located at the Site(s)

8. Customer Obligations

8.1. Service Delivery

Before the Service Delivery Date and, where applicable, throughout the provision of the Service by 4net, the Customer will:

- 8.1.1. provide 4net with the name(s) and contact details of the individual(s) authorised to act on behalf of the Customer for Service management matters (“**Customer Contact**”), but 4net may also accept instructions from a person who 4net reasonably believes is acting with the Customer’s authority;
- 8.1.2. provide 4net with any information reasonably required without undue delay;
- 8.1.3. respond to queries from 4net without undue delay;
- 8.1.4. ensure that its LAN protocols and Customer Equipment are compatible with the Service;
- 8.1.5. provide and maintain a VOIP enabled access network which provides sufficient uncontested bandwidth to support the Customer Service at the Site(s) for use with the Service as notified by 4net.
- 8.1.6. pay all charges related to provision and use of the VOIP enabled access network and report any incidents in the network directly to the supplier of it.
- 8.1.7. The Customer warrants that any software provided as part of any Customer Equipment it presents for integration with the Service:
 - (a) is written in an appropriate manner such that its security and overall system performance is preserved; and
 - (b) complies with any applicable code of practice 4net makes available to the Customer;
- 8.1.8. The Customer will indemnify and hold 4net harmless against all claims, losses, costs and liabilities arising from its failure to comply with this paragraph 8.1.7.
- 8.1.9. For Number Allocation, the Customer will provide 4net with information regarding the utilisation of allocated numbers as reasonably requested by 4net.
- 8.1.10. For Presentation Numbers, the Customer undertakes and warrants that, if it intends to use Type 3 and Type 5 Presentation Number::
 - (a) permission is not required from anyone else in relation to the numbers; or
 - (b) if the Presentation Numbers are not allocated to the Customer:
 - (i) it provides to 4net evidence of written consent from the allocated owner for its use as a Presentation Number; and
 - (ii) advises 4net immediately if that consent is withdrawn;
 - (c) the Presentation Numbers used are diallable numbers or are numbers that have been received from the PSTN and passed on unchanged in accordance with the terms of the CLI Code of Practice;
 - (d) to inform 4net immediately of any changes in relation to 8.1.10 (a) to (c) above; and
 - (e) the Presentation Number will not be:
 - (i) a Premium Rate Service number (as defined in Section 120 of the Telecommunications Act of 2003) prefixed 09; or

- (ii) a number that connects to a revenue sharing number that generates an excessive or unexpected Call Charge.
 - (f) it will comply with the CLI Code of Practice.
- 8.1.11. The Customer will indemnify and hold 4net harmless against all claims, losses, costs and liabilities arising from its failure to comply with paragraph 8.1.10.
- 8.1.12. The Customer will access to the Service via a secure private network access. 4net will not be liable for any security breach as a result of the Customers failure to comply with this paragraph 8.1.12.

8.2. Acceptance Tests

- 8.2.1. 4net shall notify the Customer when the Service is ready for delivery. Following receipt of such notice, the Customer will promptly carry out the agreed Acceptance Tests for the Service. 4net will not be liable to meet any Service Levels or to pay any Service Credits (if Service Credits are payable) if the Customer has not:
- (a) carried out the Acceptance Tests and confirmed acceptance in writing to 4net; or
 - (b) notified 4net in writing that the Service has not passed the Acceptance Tests.

8.3. Service Operation

On and from the Service Delivery Date, the Customer will:

- 8.3.1. monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 8.3.2. ensure that any Customer Equipment used directly or indirectly by the Customer or User with the Service is:
 - (a) used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
 - (b) approved and used in accordance with relevant instructions and Applicable Law;
- 8.3.3. immediately disconnect any Customer Equipment, or advise 4net to do so at the Customer's expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 8.3.4. at a reasonable time agreed by 4net and to enable 4net to carry out its obligations under this Contract, use its reasonable endeavours to provide, 4net employees and anyone acting on 4net 's behalf who produces a valid identity card, access to any Site. 4net will normally only require access during the Working Day but may, on reasonable notice, require the Customer to provide access at other times. 4net may agree to work outside the Working Day but the Customer will pay 4net 's additional Charges, as advised to the Customer prior to the additional Charges being incurred;
- 8.3.5. maintain a list of current Administrators and Users and immediately terminate access for any person who ceases to be an authorised Administrator or User;
- 8.3.6. ensure the security and proper use of all valid Administrator and User access profiles, passwords and other system administration information used in connection with the Service and:
 - (a) inform 4net immediately if a user identification (“ID”) or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (b) take all reasonable steps to prevent unauthorised access to the Service;
 - (c) satisfy 4net’s security checks if a password is lost or forgotten;
 - (d) establish and manage a process for changing all passwords at least every 90 days;

- (e) if requested to do so by 4net in order to ensure the security or integrity of the Service, or as a result of a security breach, change any or all passwords and/or other system administration information used in connection with the Service;
- 8.3.7. take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure that any software used with or in conjunction with the Service is not infected by viruses and/or logic bombs, worms, trojan horses and any other type of disruptive, destructive or nuisance programs;
- 8.3.8. not exploit a Presentation Number to generate revenue-sharing calls. Such exploitation may constitute persistent misuse of an Electronic Communications Network or Electronic Communications Service and 4net may suspend the Service and/or terminate this Contract in such circumstances;
- 8.3.9. unless otherwise agreed with 4net, add or delete Users for any Application at any time system administration Portals;
- 8.3.10. unless otherwise agreed with 4net, manage User level MACDs and configuration changes via the system administration Portals;
- 8.3.11. provide 4net with a minimum of 72 hours' notice of any planned changes in the Customer's network environment that may impact the Service;
- 8.3.12. immediately inform 4net in writing of any changes to the information the Customer supplied when registering for the Service;
- 8.3.13. unless otherwise agreed with 4net, be responsible for adding or deleting Users for any Application at any time via the system administration Portals ;
- 8.3.14. unless otherwise agreed with 4net, be responsible for managing User level MACDs and configuration changes via the system administration Portals ;
- 8.3.15. ensure that all porting requests contain clear and accurate information. Failure to do so may result in extended lead times and additional Charges being raised

8.4. The End of the Service

On termination of the Contract, the Customer will in accordance with 4net's instructions:

- 8.4.1. return and/or destroy any Avaya Software provided under this Contract that has been installed or downloaded at the Customer's premises on any of devices, or otherwise made available or accessible by the Customer, and
- 8.4.2. provide 4net with certified compliance by an authorised representative of the Customer that the requirements set out in paragraph 8.4.1 have been met.

9. Notification of Incidents

- 9.1. 4net will only be responsible for rectifying faults that lie within the Service Management Boundary and will not be responsible for rectifying faults with the Customer's network, third party software or Customer Equipment unless supplied by 4net under this Contract. Where Customer Equipment is supplied by 4net under other contracts, those terms will apply.
- 9.2. Where the Customer becomes aware of an Incident and reasonably believes that the Incident is attributable to the Service:
 - 9.2.1. the Customer Contact or Customer's internal helpdesk will report it to 4net's Service Centre;
 - 9.2.2. 4net will give the Customer a unique reference number for the Incident ("**Trouble Ticket**");
 - 9.2.3. 4net will inform the Customer when it believes the Incident is cleared.
 - 9.2.4. 4net will close the Trouble Ticket when:

- (a) the Customer confirms that the Incident is cleared within 24 hours of being informed; or
- (b) 4net has attempted unsuccessfully to contact the Customer, in the manner agreed between the Customer and 4net, in relation to the Incident and the Customer has not responded within 24 hours of 4net's attempt to contact.

9.2.5. If the Customer advised 4net that the Incident is not cleared within 24 hours of being informed that the Incident has been cleared, the Trouble Ticket will remain open, and 4net will continue to endeavour to resolve the Incident and, where appropriate, Availability downtime will continue to be measured by 4net, until the Trouble Ticket is closed in accordance with paragraph 9.2.4.

9.3. 4net will not accept Incident notifications from Users other than the Customer Contact or the Customer's internal helpdesk

10. Invoicing

10.1. 4net will invoice the Customer the relevant Charges for the Service in the Amounts set out in The OrderThe Order.

10.2. Subject to paragraph 10.4, 4net will invoice the Customer for the Service for:

- 10.2.1. Installation Chargesas to be agreed in writing;
- 10.2.2. Recurring Charges, except Usage Charges, monthly in advance (for any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis);
- 10.2.3. Usage Charges, monthly in arrears, calculated at the then current rates;
- 10.2.4. Any Charges for any Purchased Equipment as to be agreed in writing; and
- 10.2.5. De-installation Charges within 30 days of de-installation of the Service or part of it.

10.3. 4net may invoice the Customer for any of the following Charges in addition to those set out in this Contract:

- 10.3.1. Charges for investigating Customer reported Incidents where 4net finds no Incident or that the Incident is outside the Service Management Boundary;
- 10.3.2. Charges for restoring Service if the Service has been suspended in accordance with clause 9.1.2 of the GTC; and
- 10.3.3. any other Charges otherwise agreed between the Parties.

10.4. 4net will issue an invoice for the amount payable by the Customer by the 14th Working Day of each calendar month for the previous calendar month. A complete calendar month period will commence at midnight (00:00 hrs) on the first day and end at midnight (24:00) on the last day of the relevant calendar month.

10.5. 4net will provide appropriate supporting details to enable the Customer to validate an invoice.

10.6. 4net will not include on an invoice charges for any Calls which have not been successfully conveyed because:

- 10.6.1. the Call is not answered by the dialled number;
- 10.6.2. the dialled number is engaged; or
- 10.6.3. the dialled number is not available.

11. Charges for the Service

11.1. The Charges for the Service are set out in The Order

11.2. The Customer will pay the Charges for the Service as described in the Order.

11.3. Where stated in the Order the Customer will pay the Charges by direct debit upon 4net

submitting an invoice in accordance with paragraph 10.

11.4. Minimum Monthly Spend

11.4.1. Where the Customer commits to a minimum monthly spend as set out in the Order (which minimum monthly spend excludes one-off Charges, Purchased Equipment, Calls and set-up fees), the Customer shall, unless otherwise agreed in writing by 4net, be invoiced such minimum monthly spend each month during the term of the Contract.

11.5. Installation Charges

11.5.1. The Installation Charges are one-off Charges for Customer creation, project management, consultancy, Service configuration, initial number management activities, Voice Channel capacity, Application enablement and platform capacity provision, as applicable.

11.6. Not Used

11.7. Service Administration and MACD Charges

11.7.1. 4net will charge the agreed hourly rate set out in The Order for any additional MACDs or ceases required by the Customer that fall outside the scope of the standard Service as set out in this Contract or as otherwise detailed by 4net.

11.8. Professional Services Charge

11.8.1. 4net will charge the Customer the charges for professional services set out in the Scope of Work following completion of the same or as otherwise stated in the Order.

11.9. Additional Training Charges

11.9.1. 4net will charge the Customer at a daily rate as set out in the Order or at a rate advised to the Customer by 4net from time to time

11.10. Number Allocation Charge

11.10.1. 4net will charge the Customer a one-off number allocation Charge as set out in the OrderThe Order, for each new number.

11.11. Number Porting Charges

11.11.1. 4net will charge the Customer a one-off charge for Number Porting as set out in the OrderThe Order.

11.12. Voice Channel Charges

11.12.1. 4net will charge the Customer a monthly Voice Channel Charge as set out in the Order The Orderfor each month or part month.

11.13. Call Charges

11.13.1. The Customer will pay the Call Charges for Outgoing Calls at the rates advised by 4net to the Customer from time to time.

11.13.2. Charging for a Call will commence when an answer signal is received indicating that the media path is complete, and will cease when a release signal is received indicating that the Call has been disconnected.

11.13.3. Except for minimum or fixed fee Calls, 4net will charge for Calls on a per second basis rounded up to the nearest second.

11.13.4. Subject to clause 32 of the GTC, changes to Call Charges will be effective from the 1st day of each month but 4net may change Call Charges at other times if necessary.

11.13.5. Where a Call extends over one or more charging periods, 4net will apportion the Call duration to the relevant charging period and charge for the call accordingly.

11.14. Free to Caller Calls

11.14.1. Where an Outgoing Call is made to a 0800, 0808 and 0500 free phone number it will be free to the End User.

11.14.2. Where an Incoming Call is made to a 0800, 0808 and 0500 free phone number belonging to the Customer, either allocated or ported to the Service, 4net will deem it to be an Outgoing Call and will charge the Customer at the rates advised to the Customer from time to time. If a BT managed or public payphone (or equivalent payphone on the BT network of another payphone operator) is used to make this type of Call the Customer will pay the payphone access Charge as set out in:

- (a) section B1.09 of the Carrier Price List for a BT payphone; or
- (b) the relevant regulated payphone access Charge in a Communications Provider's price list for a Communication Provider payphone.

Calls that remain On-Net will be free to the caller.

11.15. Transfer charge calls

11.15.1. 4net will charge for Transfer Charge Calls at the rate advised to the Customer from time to time.

11.16. De-installation charges

11.16.1. 4net will charge De-installation Charges for the de-installation of Contact Centre Voice Channels or Unified Communication Voice channels at the rates set out in the OrderThe Order.

11.17. Early Termination Charges

11.17.1. 4net will charge Early Termination Charges for Services terminated before expiry of any relevant Minimum Term.

11.17.2. 4net will calculate Early Termination Charges for the Service by multiplying the Minimum Monthly Spend set out in the Order, for each complete calendar month remaining to the end of each applicable Minimum Term.

12. Not Used

13. IP Addresses, Domain Names and Telephone Numbers

13.1. Except for IP Addresses expressly registered in the Customer's name, all IP Addresses and Domain Names made available with the Service will at all times remain the property of 4net or its suppliers and will be non-transferable. All the Customer's rights to use such IP Addresses and/or Domain Names will cease on termination or expiration of the Service.

13.2. 4net cannot ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authorities and 4net has no liability for any failure in the Domain Name registration, transfer or renewal process.

13.3. The Customer warrants that it is the owner of, or is authorised by the owner of the trade mark or name that it wishes to use as a Domain Name.

13.4. The Customer is responsible for all fees associated with registration and maintenance of its Domain Name, and will reimburse 4net for any and all fees paid by 4net to any Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Internet Registration Authorities.

13.5. Telephone numbers made available with the Service will at all times remain the property of 4net and its subcontractors and will be non-transferable. and the Customer's rights to use telephone numbers will cease on termination or expiration of the Service.

14. Purchased Equipment

14.1. Ordering Purchased Equipment

- 14.1.1. The Customer will order equipment under this Contract for use solely with the Service.

14.2. Delivery of Purchased Equipment

- 14.2.1. 4net will confirm to the Customer the equipment delivery date once the Order has been accepted by 4net.
- 14.2.2. Purchased Equipment will be delivered to the address specified on the order form, or otherwise in writing.
- 14.2.3. The Customer will take delivery of and sign for Purchased Equipment on the date of delivery.
- 14.2.4. On the day of delivery the Customer will
 - (a) write on the delivery note if:
 - (i) the quantity of packages delivered is different to the quantity shown on the delivery note; or
 - (ii) there is any damage to the packages or boxes.
 - (b) Advise 4net if:
 - (i) the quantity of packages delivered is different to the quantity shown on the delivery note; or
 - (ii) there is any damage to the Purchased Equipment delivered.

14.3. Risk and Title

- 14.3.1. 4net will pass risk, but not title, in Purchased Equipment to the Customer at the time of delivery. The Customer will not be liable for any loss or damage to the extent that it is caused by 4net 's negligence.
- 14.3.2. 4net will pass title in Purchased Equipment, excluding the software, to the Customer on full payment of the Charges for the equipment.
- 14.3.3. Until 4net receives payment in full:
 - (a) the Purchased Equipment will appear in the Customer's books in the name of 4net; and
 - (b) in the event of threatened seizure of the Purchased Equipment or if any of the things listed in sub-clause 18.2 of the GTC apply to the Customer, the Customer will immediately notify 4net and 4net may take action to repossess the Purchased Equipment. In such circumstances the Customer will notify interested third parties of 4net's ownership of the Purchased Equipment.

14.4. Warranties

- 14.4.1. Purchased Equipment will be covered by a 90 day warranty from the date of purchase.
- 14.4.2. If the Customer reports a fault during the warranty period, and the fault is due to faulty design, manufacture, material or 4net's negligence, 4net will replace the Purchased Equipment provided that:
 - (a) the Purchased Equipment has been properly kept and maintained, used in accordance with the manufacturer's or 4net's instructions and has not been modified except with 4net's written agreement; and
 - (b) the fault is not due to damage (including lightning and electrical damage) or the actions of anyone other than 4net.

The Customer will returned faulty Purchased Equipment to 4net as may be requested by 4net.

14.4.3. The Purchased Equipment warranty does not cover fair wear and tear.

14.4.4. 4net does not guarantee that the Software supplied under the Contract will be error free, but 4net will correct errors within a reasonable time, if they impair the performance of the Purchased Equipment.

14.5. Customer Equipment Connected to the Service

14.5.1. Save as set out in the Scope of Work, the Customer will be responsible for connecting handsets to the Service following the procedures set out in the Product Handbook.

The Customer agrees that if it connects any handset to the Service that is not on the list of approved equipment, the performance of the Service may be impacted. 4net will not be liable for any faults that, in its reasonable opinion, are attributable to unapproved equipment, and the Customer will be liable for the costs associated with the correction of such faults.

14.5.2. Save as set out in the Scope of Work, the Customer will ensure it has adequate and correctly configured routers and switches and sufficient bandwidth to enable use of the Service. . 4net will not be liable for any faults that, in its reasonable opinion, are attributable to inappropriate or incorrectly configured Customer Equipment including switches and routers, unless they are supported under contract by 4net, and the Customer will be liable for the costs associated with the correction of such faults.

14.5.3. The Customer will be responsible for deployment of Customer Equipment unless otherwise stated in the Scope of Work.

14.6. WEEE Regulations

The Customer will:

14.6.1. be responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 ("the WEEE Regulations") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("WEEE"). 4net and the Customer acknowledge that for the purposes of Regulation 9 this Clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE;

14.6.2. be responsible for any information recording or reporting obligations imposed by the WEEE Regulations; and

14.6.3. indemnify 4net against any claims or legal proceedings that are brought or threatened against 4net by a third party which would not have been caused or made had the Customer fulfilled its express or implied obligations under this Clause or in connection with the WEEE Regulations. 4net will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings

PART C – SERVICE LEVELS

15. Not Used

16. Incident Reporting

16.1. Incident Reporting Service Level

16.1.1. Severity 1, 2, 3 and 4 Incidents, excluding outages for Planned Maintenance or Emergency maintenance, are as defined in the table below:

Two standard classes of service are available, varying by hours and days of cover:

Assured

Hours	0830 – 1730
Days	Monday to Friday (Excluding Bank & Public Holidays)

Elite

Hours	24 hours a day
Days	7 Days

Bespoke service hours may be provided upon written agreement.

17. Definitions

17.1. Speed of response is governed by the type of fault or ticket. The table below is not a definitive list but serves as a guide of the classifications that may be relevant and the additional information required in relation to the various faults:

Table 1

Priority	Definition for Voice Network
1	Critical Fault Loss of service affecting more than 30% of telephony endpoints or extensions; loss of contact centre functionality affecting more than 30% of users
2	Non critical fault, high business impact Partial loss of telephony functionality; voicemail failure; loss of contact centre reporting
3	Non critical fault Loss of functionality of telephony feature set; loss of single telephony port or extensions; incident affecting a single user;
4	No observable impact Telephony enquiry, new user requests, house moves, change request processes

18. Fault Handling Procedure and Escalation Procedure

18.1. On receipt of the Customer fault or Service request the following procedure will be adopted by 4net:

18.1.1. Fault is logged onto 4net Helpdesk system. Response time begins at this point.

18.1.2. The Customer is provided with a 4net reference number. This reference number

should be used for all subsequent correspondence with the Customer in regard to the request.

18.1.3. Whether the Customer logs the request by e-mail, web portal or telephone call, a reply e-mail will be sent within the times outlined in Table 2 acknowledging receipt of the request with 4net reference number attached and instigating the response process. Hours stated in Table 2 reflect working hours under the support cover.

18.1.4. Furthermore the details contained in Table 2 describes the how a fault should be escalated internally within 4net service desk or from a Field Service call.

18.1.5. Where the issue is not resolved within timescales shown, the ticket will move to the next stage of escalation. 4net engineer may escalate the ticket within these timescales if they believe necessary.

Table 2

	P1 Call	P2 Call	P3 Call	P4 Call
30 minutes after call logged	E-Mail Response and Engineer to contact Customer			
1 hour after call logged	Engineer works to resolve issue following 4net procedure	E-Mail Response and Engineer to contact Customer		
2 Hours after call logged	Escalate to Field Service Engineer (where relevant)	Engineer works to resolve issue following 4net procedure	E-Mail Response and Engineer to contact Customer	
4 Hours after Call logged	Escalate to Senior Engineer	Escalate to Field Service Engineer (where relevant)	Engineer works to resolve issue following 4net procedure	E-Mail Response and Engineer to contact Customer
8 Hours after Call logged	Escalate to Service Delivery manager	Escalate to Senior Engineer	Escalate to Field Service Engineer (where relevant)	Engineer works to resolve issue following 4net procedure
12 Hours after call logged	Escalate to Operations Director	Escalate to Service Delivery manager	Escalate to Senior Engineer	Escalate to Field Service Engineer
16 Hours after call logged	Escalate to Managing Director	Escalate to Operations Director	Escalate to Service Delivery manager	Escalate to Senior Engineer
24 Hours after call logged				Escalate to Service Delivery manager
72 Hours after call logged				
96 Hours after call logged				

Normal fault diagnosis and repair

Should the remote engineer be unable to repair the issue within recommended timescales,

(A) the 'Internal Escalation Procedure' outlined in Table 2 will be adopted by 4net. The aim of this escalation process is to give a clear fault resolution route.

(B) Upon completion, the helpdesk engineer should contact the customer with the fault resolution.

(C) The Helpdesk Manager or member of the Service Desk will then contact the customer to confirm the rectification of the fault and the case can then be closed.

19. Scheduled and Unscheduled Outages

19.1. Scheduled and Unscheduled Outages Service Level

19.1.1. 4net will aim to provide:

- (a) 15 Working Days' notice of all Software updates and patches; and
 - (b) 5 Working Days' notice for all other Planned Maintenance;
- which may impact the Service availability.

PART D – DEFINED TERMS

20. Defined Terms

In addition to the defined terms in the GTC, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the GTC, these defined terms will take precedence for the purposes of this Schedule):

"Acceptance Tests" means those objective tests conducted by the Customer, which, when passed confirm that the Service is accepted by the Customer and ready for use save for any minor non-conformities, which will be resolved as an Incident in accordance with paragraph 7.3.1

"Administrator" means a person authorised by the Customer to manage MACDs for a Customer Service and, where authorised by the Customer, to manage passwords of Users and Agents

"Agent" means a Customer individual who is Provisioned to use the Call Centre Applications and enabled to receive or make Calls using the Service.

"Applications" means the capability profiles supported by the Service, which can be applied to Agents and Users of the Customer Service, and which can be further categorised as Contact Centre (CC) Applications, Work Force Optimisation (WFO), Avaya Experience Portal Application (AEP), interactive voice response services and applications (IVR) or Unified Communications (UC) Applications.

"Availability" means the period of time when the Service is not Out of Service.

"Avaya" means 4net's ultimate supplier being a global supplier of business communications.

"Avaya Connect" means global customer program provided and managed by Avaya with further detail available at <http://www.avaya.com/usa/documents/why-join-avaya-connect-october-2012.pdf>.

"Avaya Control Manager" or "ACM" means the portal used by the Customer to administrate the Customer Service, and to create and receive reports on the utilisation of the Customer Service.

"Avaya Service Portals" means portals, including ACM, used by the Customer to administer the Customer Service and configure Applications.

“Avaya Software” means Avaya software programs in object code form, whether as stand-alone products or preinstalled on **Customer Equipment**.

“Billing Period” means a calendar month.

“4net Helpdesk” means the helpdesk for the Service available in relation to: Severity 1 and 2 faults 24/7; and other aspects of the Service during the Working Day.

“Call” means a signal, message or communication which can be silent, visual or spoken, excluding text messages.

“Call Processing” means the method by which the Service enables a User to make or receive voice Calls.

“Carrier Price List” means the price list of that name which can be found at www.btwholesale.com which contains charges for a BT service or facility as amended by BT from time to time.

“Circuit” means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the Service.

“CLI” means the telephone number of the calling party or the default number of the Customer.

“CLI Code of Practice” means the code by the same name as set out at <http://stakeholders.ofcom.org.uk/binaries/telecoms/policy/cliguide.pdf>.

“Communications Provider (CP)” means a ‘Communications Provider’ as defined in paragraph 1.4(a) of Condition 1 of the General Conditions of Entitlement set by Ofcom pursuant to section 45 of the Communications Act 2003.

“Connect To Number” means the contact number used to connect to the relevant Emergency Services Organisation.

“Contact Centre” or “CC” means the Avaya Aura Contact Centre Elite suite of Applications.

“Content” means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

“CRF” is a Customer Requirement Form used by the Customer to either order the Service, or to modify certain aspects of the Service.

“Customer Acceptance Test Form” means the notification the Customer provides to 4net upon completion of the Acceptance Tests as notified by 4net.

“Customer Contact” has the meaning given in paragraph 8.1.1.

“Customer Equipment” means any equipment including any Purchased Equipment and any Software, other than 4net Equipment, used by the Customer in connection with a Service.

“Customer Service” means the service provided by 4net to the Customer using the Service.

“Customer Service Plan (“CSP”) means the document of that name which sets out the procedures agreed between the Parties for managing disputes under this Contract including any escalation process.

“De-installation Charges” means the one-off Charges payable by the Customer on de-installation of the Service as set out in The Order.

“Domain Name” means a readable name on an Internet page that is linked to a numeric IP Address.

“E.164” means the ITU-T numbering plan for the world-wide public switched telephone network (PSTN).

“Electronic Communications Network” has the meaning set out in the The General Conditions of Entitlement found on the [OFCOM Website](#).

“Electronic Communications Service” has the meaning set out in the The General Conditions of Entitlement found on the [OFCOM Website](#).

“Emergency” means a serious situation or occurrence that:

- (a) threatens life and limb; or

- (b) may cause or threatens to cause damage to physical property or systems; or
- (c) happens unexpectedly; and
- (d) demands immediate action.

“Emergency Call” means a Call to 999 or 112.

“Emergency Calls Access” means that component of the Service conveying Emergency Calls as described in paragraph 6.2 of this Schedule.

“Emergency Services Database or ESDB” means the Emergency Call routing and address database.

“Emergency Services Organisation” means the relevant local public police, fire, ambulance and coastguard services and other similar organisation.

“Enabling Service” has the meaning given in paragraph 5.1.

“Incident” means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

“Incoming Call” means a Call from destinations with E.164 numbers made to a User.

“Internal Calls” or “On-Net” means Calls made between Users configured within the Customer where both Users are using IP phones (hard or soft).

“International Destination Network” means a network operated in an overseas country.

“Internet” means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

“Internet Protocol” or “IP” means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

“IP Address” means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

“IP Network” means a telecommunications network operated on IP.

“IVR Port” means an interactive voice response port on the Avaya Experience Portal.

“Local Area Network” or “LAN” means the infrastructure that enables the ability to transfer IP services within Sites (including data, voice and video conferencing services).

“MACD” means moves, adds, changes and deletes to the Service by the Customer.

“MBV Factor” means the factor by which the number of ordered Voice Channels for the applicable application is multiplied in order to calculate the Minimum Billable Volume.

“Measurement Period” means a calendar month (24 hours per day).

“Minimum Billable Volume” means the number of ordered Contact Centre or Unified Communication Voice Channels (across the Customer) multiplied by the applicable MBV Factor, as set out in The Order to this Schedule.

“Monthly Usage” means in relation to:

- (a) Contact Centre Applications - the concurrent peak number of Users logged in to the applicable Avaya Aura Call Centre Elite Application, measured across the Customer’s entire base of Users, over a 24 hour period (measured by ACM) for each day in the Billing Period divided by the number of days in the Billing Period;
- (b) WFO and WFM Applications - the highest number of Agents, for whom the applicable WFO Application is Provisioned, that are simultaneously logged in to the Contact Centre (as measured by ACM), during the applicable month; and
- (c) UC Applications - the concurrent peak number of Users Provisioned on the applicable Avaya Aura UC Application, measured across the Customer’s entire base of Users, over a 24 hour day (measured by ACM) for each day in the Billing Period divided by the number of days in the Billing Period.

“Number Portability” means an arrangement whereby an Customer’s telephone number ceases to be provided by the losing CP and such Customer telephone number is subject to number import onto the Service. If the Customer telephone number ceases to be used by 4net then it may be subject to number export to the gaining CP pursuant to the Number Portability rules as set out in the Product Handbook.

“Ofcom” means the Office of Communications or its successor body or authority that is the regulatory body for communications in the UK.

“On-Net” or “Internal Calls” means Calls made between Users configured within the Customer where both Users are using IP phones (hard or soft).

“Outgoing Calls” means Calls from Users, to destinations outside of the Customer Service subject to the restrictions set out in paragraph 2.5 .

“Out of Service” means an outage affecting more than 20% (but not less than 20) of the Customer’s Users for the applicable Application, excluding outages for Planned Maintenance or Emergency maintenance.

“Presentation Number” means the telephone number made available to a called party.

“Product Handbook” means the handbook as may be amended by 4net from time made available to the Customer from time to time containing information relating to the Service.

“Provisioned” means enabled by the Customer using Avaya Service Portals to log on and use the applicable Application

“PRS” or “Premium Rate Service” means a communications service where Call Charges include a premium to cover the cost of content and/or an element of the service above the costs and Charges attributable to conveyance.

“PSTN” means Public Switched Telephone Network, which is the concentration of the world’s public circuit switched telephone networks.

“Qualifying Incident” means a Severity 1 Level Incident, except where any of the following events have occurred:

- (c) the Service has been modified or altered in any way by the Customer, or by 4net in accordance with the Customer’s instructions;
- (d) Planned Maintenance;
- (e) the Customer has performed any network configurations not approved by 4net;
- (f) an Incident has been reported and 4net cannot confirm that an Incident exists after performing tests; or
- (g) the Customer requested 4net to test the Service at a time when no Incident has been detected and/or reported.

“Recurring Charges” means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every month), as set in The Order.

“Scope of Work” means the document described as such to be provided by 4Net detailing the configuration of the Services to be carried out by 4net.

“Service Centre” has the meaning given in paragraph 7.1.1.

“Service Management Boundary” has the meaning given in paragraph 4.1.

“Supervisor” means an individual at the Customer who manages Agents and requires access to the supervisor management and reporting tools..

“Transfer Charge Call” means a Call for which the called party is requested and agrees to pay the cost of a Call from a person who initiates a Call.

“Trouble Ticket” has the meaning given in paragraph 9.2.2.

“Unified Communication” or “UC” means the Avaya Aura UC suite of Applications..

“Uniform Resource Locator” or “URL” means a character string that points to a resource on an intranet or the Internet.

“Usage Charges” means the Charges for the Service or applicable part of the Service that are calculated by multiplying the volume of units used or incurred by the Customer in a period with the relevant fee that is specified in The Order.

“VAT” means value added tax at the applicable rate in force from time to time.

“Voice Channel” means the capacity needed to carry a single Call..

“VOIP” means voice over internet protocol.

“WFO Applications” means applications supporting work force optimisation including call recording, quality monitoring and workforce management.

“Working Day” means 8.30 to 17.30 Monday to Friday, excluding public or bank holidays in the applicable part of the United Kingdom.

1.1 THE ORDER