

BEYOND IP TELEPHONY SERVICE - SERVICE SCHEDULE

(Version: December 2022)

1. Background

- 1.1 Words that are capitalised but have not been defined in this Service Schedule have the meanings given to them in the Standard Terms.
- 1.2 This Service Schedule relates to the provision of the described IP telephony services by CBS to the Customer and not to any other services provided under any other Service Schedule under the Standard Terms.
- 1.3 This Service Schedule is subject to the terms of the Standard Terms. In the event of a conflict between this Service Schedule and the Standard Terms the terms of this Service Schedule will prevail (but only to the extent of the conflict and only in relation to this Service Schedule and the Services provided hereunder) and the Standard Terms will apply in all other respects.

2. Provision of the Services

Order Process

- 2.1 The Customer acknowledges that one License is required for each Seat. Additional Licenses, optional Features and other optional services may be requested by the Customer and new Orders must be requested by the Customer in accordance with paragraph 2.2.
- 2.2 The Customer may submit Orders and Order Variations with effect from the Effective Date which shall be subject to acceptance by CBS in accordance with the Standard Terms.
- 2.3 If CBS accepts any Order it provide an estimated Activation Date to the Customer.
- 2.4 Orders and Order Variations shall be binding on both parties only on acceptance by CBS in accordance with this Service Schedule. Acceptance of any Order or Order Variation by CBS shall occur upon CBS notifying the Customer that such Order / Order Variation is accepted or, if earlier, by CBS taking steps to perform such Order / Order Variation.
- 2.5 CBS will set-up each Order and Order Variation in accordance with such standard policies, practices and timescales (including those of any Supplier) notified to the Customer from time to time, and any particular requirement specifically agreed by CBS as set out in the Order or Order Variation. CBS shall use its reasonable endeavours to activate the Services to be provided pursuant to any Order or Order Variation, including any (additional) Licenses or Features ordered by the Customer, by the estimated Activation Date it gives the Customer. However, any dates are estimates only.

Access Connections

- 2.6 The provision of Access Connections is subject to any conditions and dependencies set out in this Service Schedule. Acting reasonably, CBS reserves the right to revoke its acceptance of any Order or Order Variation, if for any reason an Access Connection cannot be provided (at all or to the specification agreed) to any Premises, or a number cannot be ported, due to any such condition or dependency not being met or other unforeseen matter. The Customer accepts that this may not be discovered until CBS (or the Supplier) attempts to set-up the Access Connection.

Number Sub-allocation

- 2.7 CBS may at its discretion sub-allocate to the Customer geographic and non-geographic number ranges in accordance with the Supplier's requirements.
- 2.8 The Customer may not, in any single Order, request CBS to sub-allocate more than one hundred (100) consecutive numbers.
- 2.9 A sub-allocated number is provided to the Customer for a period of six (6) months. If the number is not used within this time (i.e. it is allocated to the Customer), the number shall be returned to the Services sub-allocation pool where it will be held for a period of three (3) months before being made available for sub-allocation again. This process is necessary so as to help CBS and the Supplier ensure that:
 - 2.9.1 there is efficient use of sub-allocated numbers;
 - 2.9.2 the Customer does not purchase numbers without using them; and
 - 2.9.3 it complies with Ofcom requirements to use numbers correctly following allocation.
- 2.10 CBS may revoke any sub-allocation of a number range on reasonable notice where the Customer is not, in CBS's or the Supplier's reasonable opinion, actively making use of such numbers.
- 2.11 The Customer must provide CBS with such information regarding the utilisation of sub-allocated numbers as reasonably requested by CBS in writing from time to time.

Number Portability

- 2.12 The Customer agrees that CBS will manage the porting of all numbers to be used in connection with the Services in compliance with all Applicable Law and:
 - 2.12.1 the Customer must comply with all Applicable Law regarding porting. For the avoidance of doubt, CBS will not port a telephone number where the Customer has not complied with this paragraph 2.12;
 - 2.12.2 if the Customer or another Communications Provider requests that a number be imported or exported the Customer shall comply with all reasonable requests to facilitate such porting; and
 - 2.12.3 the Customer acknowledges that there may be some restrictions to Number Portability dictated by the Supplier from time to time.

Service Management

- 2.13 The Customer acknowledges that some technical limitations with the Services may not become apparent until after the Services have been installed and been operating for a period of time. In these circumstances, CBS and/or the Supplier may acting reasonably withdraw or replace elements of the Services without penalty provided that this shall not materially adversely affect the quality or performance of the Services, and CBS shall give to the Customer as much notice as is reasonably practicable of any such proposed withdrawal or replacement.
- 2.14 The Customer accepts that abnormally high levels of Calls conveyed using the Services may result in the instigation of network management control measures/limitations. CBS expects the Customer's and its Customers' Call levels conveyed using the Services to be within normal levels. CBS shall notify the Customer as soon as reasonably practicable of the proposed instigation or imposition of any network management control measures/limitations.
- 2.15 CBS may:
 - 2.15.1 or the Supplier may change codes or numbers allocated to the Services in order to meet the national numbering requirements of an authority and CBS shall provide notice of any such changes as soon as reasonably practical;
 - 2.15.2 at the Customer's written request implement call barring to certain international destinations or impose credit limits in respect of any individual Customer account. The Customer will be required to confirm in writing any request to lift any such bar, and CBS reserves the right to refuse any such request;
 - 2.15.3 or the Supplier may give the Customer instructions which it believes are necessary for reasons of health, safety, an Emergency, compliance with Applicable Law, the quality or maintenance of the Services or the quality of any other telecommunications or network services provided by CBS or a Supplier to the Customer;
 - 2.15.4 or the Supplier may from time to time for the purpose of protecting the Services, monitor the profile of Calls made and received using the Services for potential fraudulent or bad faith use and may in the event of such Calls significantly affecting the Services take reasonable steps to prevent such use. For the avoidance of doubt neither CBS nor its Suppliers will monitor the Customer Services; and
 - 2.15.5 or the Supplier may take action to protect the Services if the Customer is damaging to the Services. CBS or its Supplier may, for this purpose, take actions to block or restrict any equipment (including Service equipment and Customer Premises Equipment) from accessing the Services. CBS will inform the Customer of any action taken pursuant to this paragraph 2.15.5 as soon as reasonably practicable and provided it is aware of the action taken.

Customer Premises Equipment, Interfaces & Connections

- 2.16 Unless otherwise agreed in writing, CBS shall not be obliged to provide the Services on dedicated equipment.
- 2.17 Unless otherwise agreed with CBS, the Customer is responsible for providing, managing and maintaining the Customer Premises Equipment. The Customer and its Customers shall be responsible for protecting their own computer equipment used to access the Services from viruses, spyware, or other malicious or harmful programs. The Customer shall ensure that any equipment (whether Service equipment or Customer Premises Equipment) connected (directly or indirectly) to or used with the Services are connected and used in accordance with any instructions and safety and security procedures applicable to the use of such equipment. Specifically the Customer will ensure all reasonable steps are taken to configure any equipment (whether Service equipment or Customer Premises Equipment) so as to prevent its being used in the commission of criminal offences including the making of fraudulent or bad faith calls.
- 2.18 Notwithstanding any other provision of this Service Schedule, only handsets or other telephony equipment included within the approved equipment list set out in Appendix B (as such list may be amended from time to time by CBS), are approved for use in conjunction with the Services. The Supplier (as applicable) will not provide any support (whether Level

2 or Level 3 Support or otherwise) in respect of any other handsets or other equipment and Service Requests in respect of the same shall be excluded from the scope of the Services.

- 2.19 The Customer shall pay any charges payable to, or incurred by CBS or the Supplier in relation to internal cabling necessary in order for CBS and the Supplier to provide the Services to any Premises. CBS shall not be liable in contract, tort (including negligence) or on any other basis for any loss or damage suffered by the Customer or for any failure to provide the Services in accordance with this Service Schedule (including applicable Service Levels) to the extent that such loss, damage or failure arises from any defect or deficiency of such internal cabling.

Access to Equipment Locations

- 2.20 In addition to the requirements in the Standard Terms, the Customer shall provide all necessary information, physical access to Equipment Locations or Premises at all reasonable times as reasonably required, including access for the purposes of:
 - 2.20.1 installation, inspection, maintenance, replacement, upgrade or removal of the Access Connection and any equipment associated with it; and
 - 2.20.2 assistance with testing and other assistance to CBS and the Supplier which CBS and/or the Supplier shall reasonably require to perform the Services and any of its or their other obligations under this Service Schedule.
- 2.21 The Customer shall comply with any reasonable operating instructions issued by CBS or the Supplier from time to time. Where CBS or any Supplier are working on the Customer's premises or Premises then they shall adhere to all reasonable site rules communicated to it in advance and act in a safe and responsible manner.
- 2.22 For the avoidance of doubt, CBS shall not be liable for any failure or delay in the performance of any of its obligations to the extent it is unable to perform or is delayed in performing these as a result of any necessary information or physical access to an Equipment Location or Premises not being provided in accordance with paragraphs 2.20 and 2.21.

Emergency Calls

- 2.23 CBS shall use reasonable endeavours to convey Emergency Calls in accordance with this Service Schedule.

Software

- 2.24 If Software is provided to enable the Customer to receive and use the Services, or where a permission is otherwise given by CBS or the Supplier to access or use any Software, the Customer's licence shall be non-exclusive, non-sub-licensable, non-transferable and solely to access and use such Software remotely as an application service as necessary for receipt of the Services in accordance with the terms of this Service Schedule. The term of any licence procured pursuant to this paragraph 2.24 will continue for the term of the applicable Order only.
- 2.25 Save as provided in paragraph 2.24 no other rights are granted to copy, install or run any Software on any computers of the Customer, or any third party. The Customer shall comply with all terms, restrictions and obligations relating to Software as set out in this Service Schedule. Use of any Software of a Supplier or other third party provided shall be subject to the standard terms of that third party, as supplied to the Customer in writing, and the Customer shall sign any agreement containing reasonable terms relating to the use of such Software required by such Supplier or third party.
- 2.26 Except as permitted by Applicable Law, the Customer undertakes that it shall not modify, reverse engineer, disassemble or decompile, or otherwise attempt to derive the source code of such Software, nor copy the manuals or documentation relating to that Software, nor knowingly permit anyone else to do so.
- 2.27 The Customer warrants that it shall follow any reasonable instructions given by CBS or the Supplier (including testing with the latest commercially available virus detection software) to ensure that any software (including the Software) used with or in connection with the Services is not infected by viruses and/or logic bombs, trojan horses and any other types of disruptive, destructive or nuisance programs.

Suppliers

- 2.28 CBS, acting reasonably and in good faith in the case only of any Services sub-contracted to a Supplier shall be entitled to substitute for the services of the Supplier an alternative which shall in all material respects provide substantially the same or improved functionality. Any such substitution of a Supplier shall be carried out in accordance with the migration plan agreed between CBS and the Customer and with a view to minimising the impact of any disruption to the Services during the transition.

Further Services

- 2.29 In addition to the Services, CBS may (but shall not be obliged to) provide to the Customer against receipt of the Customer's Order, the Further Services.
- 2.30 In the event that the parties agree from time to time during the term of this Service Schedule to amend this Service Schedule to expand the scope of the Services, unless otherwise agreed by the parties in writing, any such further services shall become subject to this Service Schedule. The Customer shall pay any additional amounts due by way of Charges for any such Further Services at and from the Service Commencement Date in respect of such services or as may be otherwise specified on the Order.

Service Exclusions

- 2.31 The Customer acknowledges the Services constraints set out in Appendix B. In particular, the Services are designed for Customer Services only and the Customer acknowledges that the platform for the Services will not support diallers of any description ("diallers" for these purposes being electronic automated dialling apparatus which selects multiple quantities of simultaneous lines).
- 2.32 The Customer will ensure that prior to submission of the Order the network chosen to deliver the Services has the bandwidth and quality required to deliver the Services. CBS shall have no liability whatsoever for any failure to provide the Services in accordance with this Service Schedule (including applicable Service Levels) to the extent that such failure is attributable to any deficiency in the chosen network (provided that this shall be without prejudice to any right or remedy which the Customer may have in respect of any other services (including connectivity) provided to it by CBS pursuant to a separate Service Schedule).
- 2.33 Without prejudice to any other provisions of this Service Schedule, CBS makes no representation or warranty with regard to the Services to the extent that the operation of the Services is dependent on any Access Provider and CBS shall have no liability in respect of defaults in or interruptions, malfunctions or failures of Services which are attributable to the acts or omissions of any Access Provider (provided that this shall be without prejudice to any right or remedy which the Customer may have in respect of any other services (including connectivity) provided to it by CBS pursuant to a separate Service Schedule).
- 2.34 Any Service Requests that are not within the scope of the Services as expressly set out in Appendix B are excluded from the scope of the Services.

3. Service Levels

- 3.1 CBS shall use reasonable endeavours to provide the Services in accordance with the Service Levels. The Customer acknowledges that the Services will not be free of interruptions or faults and accepts that there may be technical limits relating to the Services as specified in this Service Schedule.
- 3.2 The Customer acknowledges that CBS's and the Supplier's ability to provide the Services may be dependent on the Customer performing its obligations under this Service Schedule, the Appointment, the Order and the Standard Terms. CBS shall be absolved of any failure to provide the Services as detailed in this Service Schedule (including applicable Service Levels) to the extent that such failure directly relates to a failure by the Customer to perform any of its obligations set out in this Service Schedule, the Appointment, the Order and the Standard Terms which are applicable to the provision or receipt of the Services. Furthermore, CBS reserves the right to charge the Customer for any time spent and other reasonable costs and expenses CBS incurs as a result of such failure.
- 3.3 When using the Services, the Customer should be aware that a Service Fault could be on the DSL carrying the broadband connection or the network (MPLS, leased line etc) which will be checked by CBS if it provides these connections.
- 3.4 No Service credits are provided in respect of the Services.

4. Support

- 4.1 Where the Customer has an enquiry regarding the Services or where there is an issue with the Services or a Service Fault, the Customer may request support from CBS in accordance with the provisions of Appendix B, Appendix C and the relevant Service Levels.
- 4.2 For the avoidance of doubt, the support service which CBS will provide access to via the Supplier is limited to the provision of Level 2 and Level 3 Support, and any additional support will be subject to charge as an Additional Service.

5. Customer Obligations

- 5.1 The Customer shall:
 - 5.1.1 act diligently in all its dealings with CBS;
 - 5.1.2 itself at all times in connection with its use of the Services comply with the Acceptable Use Policy and any acceptable and fair use policies of any Supplier from time to time notified by CBS. Without prejudice to this, the Customer must not use the Services, and shall procure that no Customer shall use the Services;

- 5.1.2.1 to forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content;
- 5.1.2.2 to harm minors in any way;
- 5.1.2.3 to impersonate any person or entity or falsely state or otherwise misrepresent an affiliation with a person or entity;
- 5.1.2.4 to forge headers or spoof or monitor/sniff IP packets;
- 5.1.2.5 to promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual;
- 5.1.2.6 in any way which, in CBS's or the Supplier's reasonable opinion, is or is likely to be detrimental to the provision of Services to the Customer, or any of CBS's or the Supplier's other customers, or to CBS's or the Supplier's business and/or reputation; or
- 5.1.2.7 to run public internet relay chat services.
- 5.2 The Customer agrees that CBS and/or the Supplier shall be entitled, when required by Applicable Law, or at the direction or request of any authority, to disclose to government agencies passwords, decryption codes and details of Content and other information relating to the Customer gathered, stored, or processed using the Services. Where the relevant authority directs, requests or orders for such disclosure to be secret or CBS or the Supplier is otherwise bound by Applicable Law not to communicate or notify the proposed disclosure, then CBS or the Supplier may make such disclosure without notice to the Customer (but not otherwise).
- 5.3 In relation to Emergency Calls Access, the Customer shall:
- 5.3.1 inform CBS whether the Customer will use, or be likely to use, more than a single network termination point or equivalent;
- 5.3.2 convey to CBS or the Supplier (as applicable) all Emergency Calls with full telephone number information (which may be used by an Emergency Services Organisation to call the Customer) and shall permit CBS and the Supplier to use such telephone number information to ascertain the appropriate Emergency Services Organisation;
- 5.3.3 provide to CBS in such format as it may specify from time to time the following information:
- 5.3.3.1 a telephone number that may be used to call the Customer; and the Customer's name and installation address (including the post code) for each fixed network termination point or equivalent used. For Customers with nomadic applications that use more than one network termination point or equivalent the installation address is (until dynamic methods to update the address can be agreed) the address where the application is normally used; and
- 5.3.3.2 maintain accurate and up-to-date Customer records and advise CBS promptly in writing of any changes to the information supplied by the Customer.
- 5.4 The Customer acknowledges that use of the Services, like other network-based services, carries certain security risks to the systems and networks of the Customer, CBS, the Supplier and third parties including misuse, unauthorized access, alterations, theft, fraud, destruction, corruption and attacks (Occurrences). The Customer acknowledges and agrees that:
- 5.4.1 it is solely responsible for procuring and maintaining the security of their own systems, equipment and networks and the network connections and telecommunications links from their systems and networks to CBS's and the Supplier's systems and networks, even if the Customer uses a third party, CBS or a Supplier to configure and implement them provided that in the case of CBS or the Supplier, it has correctly implemented the instructions given by the Customer;
- 5.4.2 it will, at its own expense, take appropriate security measures including 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 a Premises or otherwise in the Customer's control and used in connection with the Services, whether owned by the Customer, CBS, the Supplier or their subcontractors; and
- 5.4.3 CBS shall not be liable in contract, tort (including negligence) or on any other basis for any loss or damage arising out of any Occurrences located on Premises or otherwise within the Customer's control.
6. **Charges, Invoicing and Payment**
- 6.1 The Charges applicable to CBS's supply of the Services to the Customer consist of:
- 6.1.1 all charges in respect of the Services which are utilised by the Customer including, without limitation, the License Charges, the Product Charges, the Call Tariff Charges, the Monthly Recurring Charges and the Non-Recurring Charges; and
- 6.1.2 all charges for any other services, goods or property provided by CBS to the Customer or costs incurred by CBS or the Supplier from time to time connected to the Services, which shall be calculated in accordance with CBS's or the Suppliers charges communicated by CBS to the Customer from time to time and on request.
- 6.2 The License Charges are payable monthly in advance, and for each License they become payable as follows:
- 6.2.1 Licenses inclusively priced in the Product price become payable from the date of expiry of the inclusive License period; and
- 6.2.2 Licenses sold separately from Products (e.g. which are not included within the price for the Product as specified in Appendix D) are payable from their relevant Activation Date.
- 6.3 Non-Recurring Charges for Licenses (as specified in Appendix D) are payable on or before the relevant Customer account goes live on the Service platform.
- 6.4 Lifetime Licences may be purchased by the Customer which do not have an expiry date, but these may only be used by the Customer. In the event that the Customer has accessed the Customer Service pursuant to a Licence, the Licence cannot be subsequently reused for any third party.
- 6.5 Unless otherwise specified in this Service Schedule the Monthly Recurring Charges, Call Tariff Charges and all other Non-Recurring Charges are payable monthly in arrears. The Product Charges shall be invoiced on despatch of the Products.
- 6.6 The Charges shall be invoiced in accordance with this paragraph 6 and shall be payable by the Customer in accordance with the Standard Terms.
- 6.7 Pro-rata refund:
- 6.7.1 where a License or Feature/Feature Pack is activated part-way through a calendar month: the License Charges for these are payable from the Activation Date of the relevant License or Feature/Feature Pack (and the License Charges for the same for the first month will therefore be a pro-rated amount of the License Charges payable for the full calendar month);
- 6.7.2 Licenses sold separately from Products: if a License or Feature/Feature Pack sold separately from a Product is terminated part-way through a calendar month (including by reason of termination of any Order and/or License and/or Features pursuant to paragraph 8.1), subject always to the Minimum Term, a pro-rated amount of the advance License Charges paid for the terminated License or Feature/Feature Pack for the calendar month in which termination takes place will be refunded PROVIDED THAT no refund shall be due in respect of the Call Recording Feature if it is terminated part way through a calendar month; and
- 6.7.3 Licenses inclusively priced in the Product price: if a License which is inclusively priced in the Product price terminates before the end of the inclusive License period, no refund will be made of any amount in respect of the unexpired period of the inclusive License but the Licenses sold may be transferred to another user for the remainder of the unexpired period PROVIDED THAT whilst a License may be so transferred, it will only be available for use by any transferee under the original unique identifying Account Number on the platform which was issued or allocated when the License was first activated. Further, the License term will continue to run notwithstanding any break in use (for example, where the relevant License goes live and the Customer subsequently disconnects, ceases or pauses etc).
- 6.8 CBS may make changes to the Call Tariff Charges from time to time on not less than 14 days' prior notice to the Customer or such lesser period of notice as CBS may receive from its relevant Supplier.
- 6.9 The Customer agrees to pay all Call Tariff Charges or otherwise arising from any fraudulent or unauthorised use of the Services, whether made by the Customer or not.
- 6.10 Notwithstanding any of the provisions of the Standard Term, CBS shall be entitled to set-off, deduct or withhold from any sums due the Customer under this Service Schedule any sums (i) which CBS is required to pay to any authority or any Supplier as a result of the Customer's use of the Services; (ii) which CBS is required to repay to any third party network operator in connection with the Services as a result of the Customer's use of the Services; or (iii) which CBS has reasonable grounds to suspect relates to any use of the Services by the Customer for illegal or fraudulent activity.
7. **Suspension of the Services**
- 7.1 CBS shall (and any Supplier shall), without prejudice to its other rights under the Standard Terms or otherwise, be entitled to suspend, interrupt or limit the provision of the Services in whole or in part at any time without prior notice:
- 7.1.1 in order to deal with any actual or suspected security breach, virus, or attack or any misuse;
- 7.1.2 where required by any Authority or as required by Applicable Law;
- 7.1.3 to carry out any scheduled or unscheduled work;
- 7.1.4 where CBS or any Supplier reasonably considers it necessary as a reasonable and prudent provider of the Services;
- 7.1.5 if the Services depend on services from a Supplier and those services are suspended on the grounds detailed in this paragraph 7 (or on any other grounds imposed by the relevant Supplier (provided that this paragraph shall not extend to suspension of a service by a Supplier for the CBS's non-payment where it has received payment of the relevant amount from the Customer); and
- 7.1.6 if the Customer fails to pay the Charges in accordance with this Service Schedule.
- 7.2 Scheduled Work: Subject to any requirements of any Supplier, CBS will use all reasonable endeavours to minimise or mitigate any downtime, and to procure maintenance, repair or upgrading is carried out during periods of lower Customer traffic. In relation to any scheduled downtime, CBS will inform the Customer as far as possible in advance and shall use all reasonable endeavours to provide a service workaround where practicable and commercially reasonable.
- 7.3 Unscheduled Work: CBS and Suppliers shall be free to carry out Emergency or urgent maintenance at any time including to ensure the Services are continued to be supplied. CBS shall advise the Customer if practicable prior to the conducting of any such Emergency or urgent maintenance, or at least as soon as practicable after the completion of the Emergency or urgent maintenance and will use all reasonable endeavours to minimise the impact or duration of any such suspension.
8. **Termination Rights**
- Rights of termination**
- 8.1 Each Order and/or License for the Services (including any optional Features) under this Service Schedule will take effect on the Activation Date and shall continue for the Minimum Term and shall thereafter automatically continue until terminated by the Customer on 45 days' written notice or otherwise terminated by a party in accordance with the Standard Terms of this Service Schedule.
- 8.2 CBS may terminate this Service Schedule and/or any Order at any time:
- 8.2.1 if the Customer fails to pay a sum which is due and payable under this Service Schedule;
- 8.2.2 if the Customer commits a persistent breach of this Service Schedule and (if such breach or breaches can be remedied) fails to remedy it within thirty days of notice of the breach; and
- 8.2.3 if any service provided by a Supplier which is essential to the provision of the Services is terminated or ceases to be available to CBS for any reason at all or at an appropriate quality, and no suitable replacement shall be available on commercially reasonable terms (CBS using its reasonable endeavours to source a suitable alternative). CBS shall give such advance notice in writing to the Customer as it is reasonably able to.
- 8.3 Without limiting any other right or remedy under this Service Schedule or the Standard Terms, CBS shall be entitled to terminate and cease to provide Services in respect of any Order by notice to the Customer with immediate effect, in the event that a Customer commits or omits to do anything which does or may cause CBS to be in breach of any obligation to a Supplier.
9. **Consequences of termination**
- 9.1 Upon termination or expiry of this Service Schedule or an Order:
- 9.1.1 no refund will be paid for the unexpired portion of any Order and/or License; and
- 9.1.2 the Customer shall cease using the Services to the extent of such License following its termination or expiry.
10. **Limitation of Liability**
- 10.1 Except as expressly set out in this Service Schedule, and to the extent permitted by Applicable Law, all warranties, representations, conditions and terms whether expressed or implied by statute are excluded.
- 10.2 The Customer fully indemnify and hold CBS, its Affiliates and its Suppliers (and their Affiliates) harmless from and against any and all losses, damages, claims, costs and expenses (including, without limitation, legal expenses) suffered or incurred by or awarded against CBS, its Affiliates or its Suppliers (and their Affiliates) as a result of or in connection with any claim that any use of Content infringes the Intellectual Property Rights or other rights of any third party.
- 10.3 Save as provided in this Service Schedule, the Customer accepts all risks and liabilities associated with the use of the Services. This provision shall not be construed so as to exclude any warranty or liability that CBS may not by law exclude.
- APPENDIX A - DEFINED TERMS**
- In addition to the defined terms in the Standard Terms, capitalised terms in this Service Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the Standard Terms, these defined terms will take precedence for the purposes of this Service Schedule).
- Acceptable Use Policy** a policy notified to the Customer by CBS that governs how applicable Services may be used by the Customer as such policy may be amended from time to time in writing;
- Access Provider** any person, firm or company or other entity which provides CBS with an Access Connection or with access to the PSTN;
- Access Connection** a digital subscriber line connection whether symmetric or asymmetric; Ethernet access connection, leased line connection, 3G or 4G connection, broadband wireless access connection, from a Customer's Premises to CBS or its Supplier's systems, running over a telephone line to a local telecommunications exchange, over a third party telecommunications network, and through a connection between CBS or its Supplier's systems and that telecommunications network;
- Activation Date** the relevant date that CBS notifies the Customer that a License or Feature which are the subject of an Order are activated and ready for use (which shall not, for the avoidance of doubt, occur earlier than the successful completion of the CBS' onboarding process);
- Charges** the charges (excluding VAT and other taxes or duties applicable thereto) as may be payable by the Customer to CBS from time to time, for the provision of the Services as detailed in this Service Schedule;
- Call** a signal, message or communication which can be silent, visual or spoken made by the Customer utilising the Services, excluding text messages;
- Call Tariff Charges** the call tariff charges;
- CLI** the telephone number of the originating end user (i.e. the calling party) or the default number of the Customer;
- Communications Provider** 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;
- Content** any information or content that is created, transmitted or displayed in connection with a Service by the Customer and any specification for Products which is supplied by the Customer;
- Connect to Number** the contact number used to connect to the relevant Emergency Services Organisation;
- Customer Premises Equipment** telecommunications equipment, of a type approved under all applicable legislation and standards issued pursuant to that legislation and which may be used by the Customer to access the Services;
- Customer Services** the service provided by CBS to the Customer comprising of the Services under this Service Schedule and such other goods and/or services as CBS or the Suppliers may separately include in any package of communications related goods and services offered by CBS or the Supplier to the Customer from time to time;
- DDIs** Direct Dial In numbers;
- Emergency** a serious situation or occurrence that happens unexpectedly and demands immediate action;
- Emergency Call** a Call to 999 or 112;
- Emergency Call Access** the service conveying Emergency Calls as described in Appendix B and which forms part of the Services;
- Emergency Centre** the premises where CBS's or its Suppliers' operators answer Emergency Calls;
- Emergency Services Database** the 999 call routing and address database;
- Emergency Services Organisation** the relevant local public police, fire, ambulance and coastguard services and other similar organisation providing assistance to the public in emergencies;
- Feature** a distinguishable function or feature of the Services which is optional to the features of the core License CBS Hosted VoIP Telephony Service and which CBS may group together in Feature packs (and CBS may make changes to the Features or Feature packs, including the prices for Feature packs, from time to time on not less than thirty (30) days' prior notice to the Customer);
- Further Services** services additional to the Services which CBS may agree to provide to the Customer (subject to receipt of an additional valid Order);
- IP** internet protocol;
- Level 1 Support** has the meaning given in the table in Appendix B;

Level 2 Support has the meaning given in the table in Appendix B;
Level 3 Support has the meaning given in the table in Appendix B;
License the revocable right for a user point of the Customer, for the duration of the applicable Order, to access the Customer Service. This right does not operate to transfer any intellectual property to the Customer;
License Charges the charges for Licenses and Features/Feature Packs payable in connection with the Services;
Monthly Recurring Charges the charges (which are recurrent in nature) payable in connection with the Services;
Number Portability an arrangement between the parties whereby the Customer's telephone number ceases to be provided by the losing Communications Provider and such telephone number is subject to number import onto the Service platform. If the Customer telephone number ceases to be used by the Customer then it may be subject to number export to the gaining Communications Provider pursuant to the Number Portability rules as notified to the Customer by CBS from time to time;
Non-Recurring Charges the charges (which are one-off non-recurring charges) payable in connection with the Services including, without limitation, the Pass Through Costs;
Orders an order for Services placed by the Customer under and in accordance with this Service Schedule;
Order Variations any variation to an existing Order;
Pass Through Costs the third party and/or administration costs which CBS or any Supplier incurs from time to time in order to provide the Services;
PBX public branch exchange;
Premises any location either owned, managed or controlled by a Customer to which the Services are to be supplied;
Products the VoIP telephone handsets and other hardware or equipment details of which are set out in the CBS product list;
Product Charges the charges which are payable by the Customer for the supply of the Products by CBS;
PSTN a public switched telephone network;
Seats any user point of connectivity (by which a user accesses the Service using an applicable device);
Service Availability a time when the Core Service (as described Appendix B) is fully available and operational for use (with the ability to make and receive Calls);
Service Commencement Date the earlier of the date on which CBS notifies the Customer that CBS's onboarding process in relation to the Services is complete and the date four (4) weeks following the Effective Date;
Service Fault the period during which the Services are not available or is only partially available;
Service Levels the service levels set out in Appendix C;
Service Request a request made by the Customer to CBS for support in the event of a Service Fault or a request for support for any other reason where the CBS's staff are unable to provide the required support and the support requested is within the scope of the Services. Such requests to be made in accordance with the stated CBS procedures for support requests as such procedures are specified herein or notified by CBS to the Customer from time to time or in such other manner as may be agreed from time to time between CBS and the Customer.
Services the hosted PBX Portphone IP telephony services and other services to be provided by CBS as set out in Appendix B which CBS has agreed to provide under an Order;
Software any software and associated written and electronic documentation and data provided used to access the Services;
Supplier CBS's supplier of the applicable Services and/or such supplier's agents or sub-contractors; and
VOIP voice over internet protocol.

APPENDIX B - DESCRIPTION OF SERVICES

1. **Background**
 - 1.1 Subject always to CBS's rights to change the Services in accordance with the Standard Terms, this Appendix B provides a high level description of the Services.
2. **Core Service**
 - 2.1 Hosted PBX Portphone.
 - 2.2 Fully managed, enterprise-grade, hosted end-to-end IP telephony service (phone system).
 - 2.3 SIP-based.
 - 2.4 PSTN connectivity included.
 - 2.5 Standard License functionality/features: Attended call transfer; Anonymous call reject; Automatic Line/Direct Connect; Auto Attendant / Auto Attendant with Night-mode / Time-based; BLF; Blind Call transfer; Call forward on busy / on not answer / to multiple simultaneous extensions / to SIP URI; Call Queues; Call pickup; Call Barring; Call Conference Room; Call Directory; Call return (last dialed number); Call waiting; Caller ID; Caller ID on call waiting; Call Recording by default and on demand – subject to an additional Charge as set out in Appendix D; Call hold; Conference Rooms – additional instances subject to further charges; Customer Dialling; Rules / Translation; Rules CLIP/CLIR (Calling line identity & presentation / restriction); CNIP/CNIR (Calling name identity & presentation / restriction); Caller Identity & Privacy protection; Fax-to-Email; First login greeting; Favourite numbers; Group pickup; Hunt Groups; Legal Intercept; Message waiting audible; Message waiting visual; Mobile Smartphone App; Multiple call appearances; Music on hold; Paging/Intercom dialling; Presence; Selective call acceptance / forward / reject; SIP; Secure Calling (SRTP); Speed dial; Station message detail recording (SMDR); Speech/Voice to Text (via plugin); Three-way conference / Three-way calling; Toll restriction; Virtual extensions; Voice On-net; Voicemail / Voicemail-to-Email.
- 2.6 Calls – Call Tariff Charges apply.
3. **Emergency Call Access**
 - 3.1 Emergency Calls Access forms part of the Services and shall be supplied by CBS on the terms set out in this Appendix B.
 - 3.2 Subject to the provisions of this Appendix B, CBS shall convey Emergency Calls to the Emergency Centre and, if the geographic location of the Emergency Call can be sufficiently identified, hand over such Calls to an Emergency Services Organisation. This service shall only be available for access where the Emergency Call originates from a calling party located in the UK having a telephone number conforming to the National Telephone Numbering Plan published by Ofcom, and being either from a geographic number range or from non-geographic number ranges 055, 056, 03 or 08.
 - 3.3 For the avoidance of doubt, a Customer may not acquire/order the Emergency Calls Access component of the Service on its own.
 - 3.4 Subject to the provisions of this Appendix B, where Emergency Calls are conveyed to the Service platform, CBS shall:
 - 3.4.1 convey Emergency Calls to one of the relevant Emergency Centres;
 - 3.4.2 if the geographic location of the Emergency Call can be sufficiently identified, provide an onwards connect service to the relevant Emergency Services Organisation via an Emergency Centre telephone operator by means of two-way voice telephony; and
 - 3.4.3 liaise and co-operate with the Customer in attempting to resolve problems that may arise and assist the Emergency Services Organisations with requests for call-trace in an attempt to identify the geographic location of the Emergency Call and the Customer telephone number if not automatically provided.
 - 3.5 CBS shall, based upon the geographic location information available, connect an Emergency Call to the Connect To Number on the Emergency Centres' Emergency Services Database shown for the Emergency Services Organisation requested by the Customer.
 - 3.6 If CBS receives an Emergency Call for which it is not possible to clearly confirm the geographic location and appropriate Connect To Number, or the information is incorrect or corrupted, BT shall use reasonable endeavours to convey the Call to a Connect To Number for the appropriate Emergency Services Organisation.
 - 3.7 CBS shall correct faults with the Service which affect Emergency Calls in accordance with CBS or the Supplier's normal engineering practices. For the avoidance of doubt, CBS does not warrant that Emergency Call Access, or will be, free from faults.
 - 3.8 CBS shall give the Customer not less than six (6) weeks' written notice of any material change to the Emergency Service under this paragraph, or such lesser period as may be agreed with the Customer, such agreement not to be unreasonably withheld.
 - 3.9 The Emergency Calls Access is subject to the following limitations (in addition to those outlined above):
 - 3.9.1 the Customer's equipment used to access the Customer Service requires mains power to make Emergency Calls;
 - 3.9.2 the Customer is required to confirm/provide their location when making an Emergency Call to enable the correct Emergency Organisation to respond; and
 - 3.9.3 the Emergency Call may not receive the same network priority as an Emergency Call made on a mobile network or on a circuit-switched fixed line.
4. **Optional/ Further Services**
 - 4.1 DDIs - subject to additional Charges.

- 4.2 Charges for optional/Further Services – as amended and replaced from time to time.
5. **Products**
- 5.1 Supply of Products. The Products comprise the equipment that can be supplied by CBS for the purpose of delivering the Services. CBS shall supply such Products in accordance with the provisions of its terms of supply for products from time to time in force.
6. **Unsupported Products**
- 6.1 The Services do not support the following call types: any Analogue device including Franking Machine, PDQ type Devices, Fax Machines, EPOS Systems, and ISDN Data Traffic.
- 6.2 Only Customer equipment which has been provided or authorised by CBS may be used with the Services (including Customer Premises Equipment and IP phones). A list of compatible/ authorised equipment is available from CBS on request.
- 6.3 The Customer acknowledges that Emergency Calls are not available in the event of electrical power not being available or if the IP connectivity is not available. The Customer undertakes to make its Customers aware of this Services limitation prior to commencing to provide the Services pursuant to an Order.
7. **Support Services**
- 7.1 CBS shall provide the Customer with Service Helpdesk support services in accordance with the provisions of this Service Schedule, comprising Level 2 and Level 3 Support provided by the Supplier only as more particularly detailed in the table below:

Level	Description
Level 1 Support (not included in support services)	<ul style="list-style-type: none"> • Handling of calls direct from the Customer or Customer including provision of product information (including support on features and services) and Customer help desk function • Collect and track information on issues experienced by the Customer including gather Customer data to isolate to a particular issue • Perform basic hardware and software configuration support • Provide problem description and data to, and liaise with, any of the Customer's third party providers of hardware and/or software • Keep the Customer informed on status of issues and enquiries
Level 2 (included in support services)	<ul style="list-style-type: none"> • Resolve majority of configuration issues and provide workarounds • Troubleshoot and/or simulate issues (including configuration, hardware and software problems) • Isolate problems and determine Service specification defects (to the extent possible) • Analyse traces and log files • Diagnose problems remotely • Resolve majority of mis-configurations • Provide problem description and data to, and liaise with, any relevant Customer third party providers of hardware and/or software • Collate descriptions of problems which cannot be resolved with Level 2 Support and provide to relevant Suppliers
Level 3 (included in support services)	<ul style="list-style-type: none"> • Assistance for the Customer to troubleshoot and/ or simulate unresolved issues (including Product/ Service configuration, and Supplier provided or approved third party hardware and software problems) • Assist the Customer to isolate unresolved problems and determine Service specification defects (to the extent possible) where the Customer is unable to determine the same • Assist the Customer to diagnose unresolved problems remotely • Provide additional analysis on logs and configuration data • Troubleshoot and provide workarounds or fixes to software issues being configuration errors and other issues arising in respect of the software used by CBS and/or the Supplier to provide the Services • Provide initial set-up support for CBS and/or Supplier supplied software installation and configuration • Assist in certified partner escalation if other avenues (including provision of Level 1 Support and Level 2 Support) exhausted – and subject to additional Charges where such support is outside of normal support provided in respect of the Services (as reasonably determined by CBS). Install software updates and upgrades as required in respect of the software used to provide the Services • Provide problem description and data to, and liaise with, any Suppliers

7.2 For the avoidance of doubt and unless otherwise agreed with CBS, CBS shall not provide Level 1 Support as standard. Any additional support provided by CBS and/or any Supplier to the Customer (over and above the scope of Level 2 Support or Level 3 Support) will be subject to charge as Further Services.

8. Additional support services available

8.1 CBS can procure the following additional support services on the Customer's request during (and, at its discretion, outside) of its or the relevant Supplier's working hours:

- 8.1.1 on-site visits;
- 8.1.2 configuration of applications to the Customer's specific requirements;
- 8.1.3 training the Customer in the operation and maintenance of the system or the Services;
- 8.1.4 media recovery, professional services, modifications, alterations, specification changes, engineering changes, enhancements, and other forms of extra work, including, without limitation, relocating, and adding or removing accessories, wiring or devices; and
- 8.1.5 other service requests that are not within the scope of the Services described in paragraphs 1 to 7 of this Appendix B.

8.2 Further Services shall be provided at the rates advised by CBS, in accordance with its price list as published by CBS from time to time. Further Services will be billed on an hourly basis. Travel time with respect to Further Services will be charged to the Customer at the hourly rate for such Further Services applicable to the day and hour in which the travel takes place. Travel expenses (including, without limitation, mileage, tolls, parking and other out-of-pocket costs) with respect to Further Services will be charged as incurred.

APPENDIX C – Service Levels

- 1. This Appendix C describes the Services Levels provided by CBS to the Customer in relation to the Services under this Service Schedule.
- 2. CBS pass through to the Customer the benefit of the Services Levels provided by the relevant Supplier to CBS. Those Service Levels may be updated by the Supplier from time to time, and in turn, will be updated by CBS. A copy of the Services Levels in force at any given time can be requested from CBS.
- 3. The Service Levels referred to in this Appendix C are targets only and CBS shall have no liability for a failure to meet them.

APPENDIX D – Charges

- 1. The Charges include the various charges detailed in this Service Schedule and include the License Charges, the Product Charges, the Call Tariff Charges, the Monthly Recurring Charges, the Non-Recurring Charges and the Pass Through Costs.