

SIP2TEAMS 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 SIP2Teams 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. TERM

- 2.1 The Minimum Term shall be set on an Order by Order basis as defined on the Order. Following the Minimum Term, the Services shall continue until terminated by the Customer on 45 days' written notice, such notice may not expire any earlier than the Minimum Term in the relevant Order.

3. PROVISIONING OF SIP2TEAMS SERVICES

- 3.1 When ordering SIP2teams Services:
 - 3.1.1 CBS will advise the Customer of the estimated date the SIP2teams Services will commence;
 - 3.1.2 the Customer acknowledges that it will be responsible for obtaining all necessary permissions and consents before it submits an Order to CBS;
 - 3.1.3 the Minimum Term for the SIP2teams Service shall be as set out in the Order Form and/or the Services Description. Any SIP2teams Services which continue beyond such Minimum Term will continue to be charged in accordance with the terms of this Service Schedule, the Standard Terms and as dictated by the Supplier from time to time.
- 3.2 CBS's obligations in respect of the SIP2teams Services are subject to CBS determining that any details or information used by CBS to determine the Charges applicable or any other terms of the Standard Terms, whether supplied by the Customer or otherwise, are accurate and not misleading. No Order shall come into force until expressly confirmed in writing by CBS.
- 3.3 CBS will use its reasonable endeavours to provide the relevant SIP2teams Services in accordance with the terms of this Service Schedule.
- 3.4 The provisioning of the SIP2teams Services is governed by third party operators and CBS relies upon such third party operators' co-operation. Accordingly and except where expressly set out otherwise:
 - 3.4.1 CBS is not able to, and does not, give any warranty, representation or undertaking as to the speed, quality or validity of any the SIP2teams Service and the Customer; and
 - 3.4.2 in the event of a fault occurring in the SIP2teams Services, CBS will use reasonable endeavours to rectify the fault as soon as reasonably practicable however, to the fullest extent permitted by applicable law, CBS shall have no liability to the Customer for any fault occurring, or any interruption to the SIP2teams Services whether in contract, tort (including without limitation negligence or breach of statutory duty) or otherwise, howsoever caused (including but not limited to: atmospheric conditions; any congestion, fault, interruption or interference with the network; any fault, interruption or interference with the power supply to the network; any act or omission by the relevant carrier, or any known or unknown viruses which cause interruption or interference with the network).
- 3.5 Without prejudice to any other right of CBS, CBS or the Supplier may withdraw SIP2teams service features at any time with as much notice as is reasonably practicable, in the event that any SIP2teams service features are withdrawn, CBS shall use reasonable endeavours to provide an equivalent or better service feature to the Customer.

4. SERVICE LEVELS

- 4.1 The Service Levels set out in Service Description will apply to the SIP2teams Services.
- 4.2 The Service Levels will apply to faults traced to the SIP2teams Service only and not to any equipment, SIP Trunk or other service supplied by CBS, the Customer or a third party.
- 4.3 Without prejudice to any other right of CBS, the Service Levels shall not apply to any unavailability, suspension or termination of the SIP2teams Services caused by:
 - 4.3.1 any act or omission of the Customer;
 - 4.3.2 the Customers equipment, software or other technology and/or third party equipment, software or other technology ;
 - 4.3.3 events outside CBS's or the Supplier's span of control, including but not limited to; unavailability of SIP2teams Services caused by aggregators and wireless carriers, malicious attacks, regional power outages, unexpected, emergency switching to another data centre; or
 - 4.3.4 any suspension of the SIP2teams Services under the Standard Terms or as provided in this Service Schedule.

5. PLANNED ENGINEERING WORKS

- 5.1 The Customer acknowledges that Planned Engineering Works will occur from time to time. CBS will seek to provide the Customer as much notice of the scheduled outage time/Planned Engineering Works as is reasonably possible.

6. SUSPENSION AND TERMINATION ON THE SIP2TEAMS SERVICES

- 6.1 Without prejudice to any other right of CBS to suspend or terminate the SIP2teams Services under this Service Schedule or the Standard Terms or any Order, CBS may at its sole discretion elect to suspend forthwith provision of the SIP2teams Services until further notice without liability to the Customer having given the Customer as much notice as is reasonably practicable either orally (confirming such notification in writing) or in writing in the event that:
 - 6.1.1 CBS has grounds to believe that the SIP2teams Services are being used fraudulently, unlawfully or by an unauthorised third party;
 - 6.1.2 any maintenance or repair is necessary or required to the relevant network or related systems or equipment (for the avoidance of doubt, in the event of emergency maintenance or repair, CBS shall not be required to give any advance notice); and/or
 - 6.1.3 CBS has grounds to believe that the SIP2teams Services are being used in breach of the terms of this Service Schedule or the Standard Terms.
- 6.2 Without prejudice to any other right of termination under this Service Schedule or the Standard Terms or Order, CBS may terminate (in whole or in part) this Service Schedule, any Order and/or any or all of the SIP2teams Services forthwith in the event that CBS' right to provide any of the SIP2teams Services is withdrawn by any Supplier to it.
- 6.3 CBS may occasionally suspend the SIP2teams Service because of an emergency but before doing so CBS will endeavour to give the Customer as much notice as is reasonably possible in the circumstances.
- 6.4 Following termination of the Standard Terms, this Service Schedule and/or any Order CBS shall be under no obligation to provide the Customer with access to SIP2teams Services.
- 6.5 All costs incurred by the Customer in connection with the migration of the SIP2teams away from CBS will be the responsibility of the Customer. For the avoidance of doubt, the Customer shall at all times remain liable for the payment of any Charges up to and including the date of actual migration of the SIP2teams or if later, the expiry of the applicable Minimum Term.

7. SERVICE MANAGEMENT

- 7.1 The Customer shall comply with all instructions which CBS gives to the Customer to ensure the quality of the SIP2teams Services.

8. SERVICE RESTRICTIONS

- 8.1 CBS does not warrant that the SIP2teams Services will be free from faults or free from interruptions CBS shall however use its reasonable endeavours to remedy any fault which significantly impairs performance of the SIP2teams Services as soon as reasonably practicable or in accordance with any Service Levels as described in the Service Description following CBS being notified of the same by the Customer.

9. SIP2TEAMS SERVICES

- 9.1 CBS will procure the provision of 3rd line support to the Customer by the Supplier for the SIP2teams Services in accordance with the Service Description.

10. CHARGES, INVOICES AND PAYMENTS

- 10.1 The Charges applicable to CBS's supply of the SIP2teams Services to the Customer consist of:
 - 10.1.1 all charges in respect of the SIP2teams Services supplied to the Customer set out in the relevant Order or such other price guide as CBS may from time to time advise; and
 - 10.1.2 all charges for any other services, goods or property provided by CBS or the Supplier to the Customer or costs incurred by CBS or the Supplier from time to time connected to the SIP2teams Services, which shall be calculated in accordance with CBS's or the Supplier's charges communicated by CBS to the Customer from time to time and on request.
- 10.2 Unless the Order says something different, CBS shall invoice the Customer, and the Customer shall pay, the Charges in advance.

11. FRAUD AND SECURITY

- 11.1 The Customer shall ensure that user names and passwords used by it and/or its personnel in connection with the SIP2teams Services are kept secure and confidential at all times and are only used by authorised users. The Customer shall inform CBS immediately if the Customer knows or suspects that a user name or password has been disclosed to an unauthorised user, or is being used in an unauthorised way, or if there is any illegal, fraudulent or unauthorised use of the SIP2teams Services. The Customer will not change or attempt to change a user name without CBS's written consent.

11.2 CBS reserves the right (at CBS's sole discretion):

- 11.2.1 to suspend access to the SIP2teams Services by one or more user names if at any time CBS thinks that there has been or is likely to be a breach of security; and
- 11.2.2 to require the Customer to change any or all of the passwords the Customer and/or User uses in connection with the SIP2teams Services.
- 11.3 The Customer accepts and acknowledges that the SIP2teams Services are not guaranteed to be free from unauthorised users or hackers and CBS does not guarantee the prevention or detection of any unauthorised attempts to access the Services.
- 11.4 CBS shall not be responsible for call charges or other charges resulting from fraudulent and/or unauthorised use of the SIP2teams Services or any use of the SIP2teams Services by any unauthorised third parties (who are not employees of CBS) and the Customer agrees to pay all charges related to such fraudulent and/or unauthorised use by third parties. The Customer is therefore urged to ensure that it verifies with their equipment provider that all necessary steps to combat fraudulent and/or unauthorised use have been taken.

11.5 The Customer shall, at all times, be responsible for:

- 11.5.1 preventing unauthorised use of the SIP2teams Services; and
- 11.5.2 maintaining (and ensuring that each of its authorised users maintains) at all times, the integrity and secrecy of all passwords, log-in details and access codes used for the purposes of accessing of using the SIP2teams Services or any systems, network elements or equipment.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 If software, documentation or manuals are provided to the Customer by CBS to enable the Customers to receive and use the SIP2teams Service, CBS grants the Customer, for the duration of the Order a non-exclusive, transferable licence to use such software, documentation or manuals for the purpose of receiving the benefit of the SIP2teams Services.
- 12.2 Except as permitted by applicable law or as expressly permitted under this Agreement the Customer shall not, and shall ensure that ensure that the Users shall not, without CBS's prior written consent, copy, de-compile or modify any software, nor copy the manuals or documentation relating to that software, nor knowingly allow or permit anyone else to do so.

13. EARLY TERMINATION CHARGE

- 13.1 Early Termination Charges will be payable in accordance with the rates charged by the Supplier from time to time (which will be communicated by CBS to the Customer) if the Order is terminated prior to completion of its Minimum Term.
- 13.2 The Customer acknowledges that the Early Termination Charges represent a genuine pre-estimate of the loss suffered by the Supplier which is passed onto to CBS for payment by the Customer due to early termination, having regard to the overall commercial deal between the parties, and that the Termination Charges do not represent a penalty.

14. LIMITATION OF LIABILITY

- 14.1 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.
- 14.2 Any claim which either party may have against the other (whether in contract, tort (including without limitation negligence) or otherwise) arising out of or in connection with this Service Schedule shall be treated as if it was made under the Standard Terms and in particular all limits and exclusions of liability contained in the Standard Terms shall apply to this Service Schedule.

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).

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 SIP2teams Services which include, without limitation, the Recurring Charges;
Early Termination Charges the termination charge payable by the Customer in the event that a Service is terminated after the Effective Date but prior to the end of the applicable Minimum Term (as determined by the Supplier and communicated by CBS to the Customer);
Planned Engineering Works means the scheduled maintenance activity which CBS or the Supplier will undertake from time to time in accordance with this Service Schedule to maintain and/or upgrade the SIP2teams Service which may affect the availability of the SIP2teams Service;
Recurring Charges recurring charges for the SIP2teams Services including but not limited to the SIP2teams user licenses (as detailed in the Service Description);
Service Description the description of the SIP2teams Services issued by CBS from time to time;
SIP2teams Services the Microsoft Teams Integration services to be supplied to the Customer as detailed more particularly in the Services Description and including any additional services that may be added by CBS to the Services Description from time to time; and
Supplier CBS's supplier of the applicable SIP2teams Services and/or such supplier's agents or sub-contractors.