



Supplementary terms for the supply of IP Telephony Services

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

1. SUPPLEMENTARY DEFINITIONS

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

- 1.17 'Not for Profit Customer' means a Client who meets the definition for the same as set out in the General Conditions.
- 1.18 'Number Translation Services' ('NTS') means the service to provide non-geographic numbers.
- 1.19 'Ofcom' means the Office of Communications or any competent successor.
- 1.20 'PBX' means private branch exchange situated at the Client's site(s) and under the control of the Client.
- 1.21 'PCI-DSS' means the Payment Card Industry Data Security Standard.
- 1.22 'Planned Maintenance' means any period of maintenance for which MJD has provided prior notice, as set out in the Service Schedule.
- 1.23 'Regulator' means Ofcom or the organisation to which Ofcom has delegated its responsibility for the regulation of premium rate services, or any competent successor thereof.
- 1.24 'SIP Trunking Platform' means MJD's Core Network-located gateway which provides routing for Calls.
- 1.25 'Site' means the Client- owned or occupied location(s) as set out in the Order, from which the Client accesses the Services.
- 1.26 'Special Condition' means any special conditions imposed by Ofcom pursuant to its powers under the Communications Act.
- 1.27 'Subscriber Number' means the number(s) allocated by MJD for use by the Client.
- 1.28 'Support Desk' means MJD's dedicated team of support specialists.
- 1.29 'Telephony Equipment' means routers, private branch exchanges and telephone handsets.
- 1.30 'Telephony Network' means the public switched telephone network or any alternative or successor technology.
- 1.31 'Telephony Services' means SIP-based telephony routing services plus any additional services set out on the Order and described in the Service Schedule.
- 1.32 'Ticket' means an Issue reported to MJD by the Client.
- 1.33 'Toll Fraud' means a crime where a third party obtains telecommunications services illegally, including breaching network security and accessing the Telephony Services.

2. TERM

- 2.1 This Agreement will effective from the Commencement Date and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out in the Order.
- 2.2 MJD shall, not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Client of changes to Charges and any other changes to the terms of this Agreement; and
 - 2.2.1 If the Client expressly agrees to an Additional Term, this Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term; or
 - 2.2.2 If the Client is not a Microenterprise or Small Enterprise Customer and does not expressly agree to an Additional Term but neither serves notice to terminate, this Agreement shall continue to run (subject to the changes notified under the provisions of sub-clause 2.2) for an Additional Term; or
 - 2.2.3 If the Client is a Microenterprise or Small Enterprise Customer and does not expressly agree to an Additional Term, this Agreement shall continue to run until terminated by either party at any time in accordance with the provisions of sub-clause 9.1.2; or
 - 2.2.4 If the Client serves notice to terminate in accordance with the provisions of sub-clause 9.1, the Agreement will terminate on expiry of the current term (Minimum Term or Additional Term, as applicable).

3. PROVISION OF SERVICES

- 3.1 The underlying component of the Telephony Services is the SIP Trunking Platform which provides routing of Calls from the Client's private exchange to and from the Telephony Network. The Client's exchange may comprise a physical, Site-based PBX, a cloud-hosted exchange which provides similar or greater functionality than a PBX or Microsoft Teams. The Services provided by MJD under the terms of this Agreement includes the SIP Trunking Platform and a number of optional ancillary Services (as set out on the Order and described in the Service Schedule), including a cloud-hosted exchange (Hosted Telephony Services), Microsoft Teams integration; and support services. MJD shall use reasonable endeavours to provide the Services twenty-four hours per day, subject to the limitations expressed in this Agreement.
- 3.2 MJD shall use reasonable endeavours to provide each of the Services set out in the Order to the Client, subject to acceptance of the Client's Order, from the RFS Date. During the Run-Up Period, MJD shall carry out the necessary pre-service provision activities, including site survey(s), installation work and agreement of the RFS Date with the Client.
- 3.3 The Services provided shall include:
 - 3.3.1 SIP Trunking Telephony Services;
 - 3.3.2 Subscriber Numbers and directory entries as specified by the Client;
 - 3.3.3 The porting of existing geographic numbers, as requested by the Client (subject to the existence of appropriate porting agreements);
 - 3.3.4 Services to enable the Client to make and receive Calls via the SIP Trunking Platform, the Public Internet and the PSTN;
 - 3.3.5 A Support Desk during the hours set out in the Service Schedule;
 - 3.3.6 The installation of Equipment at the Client's Site;
 - 3.3.7 The configuration of CPE routers, media gateways or other Equipment provided under the terms of this Agreement or any other agreement with MJD for the supply of enabling services;
 - 3.3.8 Training in the use of the Equipment;
 - 3.3.9 A basic online billing facility.
- 3.4 The Telephony Services will also include any optional services as set out in the Order and described in the Service Schedule, which may include:
 - 3.4.1 Hosted Telephony Services;
 - 3.4.2 Microsoft Teams Integration;
 - 3.4.3 Number Translation Services.
- 3.5 During the term of this Agreement, MJD shall be entitled to:
 - 3.5.1 Change the technical specification of the Telephony Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Telephony Services;
 - 3.5.2 Make alterations to the Telephony Services (including, but not limited to, conversions, shifts, renumbers and reconfigurations). Such alterations may result in temporary disruption to the Telephony Services and MJD will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
 - 3.5.3 For the sole purpose of protecting the Telephony Services, monitor the profile of Calls made and received using the Telephony Services for potential fraudulent or bad faith use and if in MJD's reasonable opinion, such Calls are adversely affecting the Telephony Services, may suspend the provision of the Telephony Services.
- 3.6 MJD cannot guarantee and does not warrant that the Telephony Services will be free from interruptions, including but not limited to interruption of the Services for operational reasons, interruption of the Telephony Services for emergency reasons or degradation of the quality of the Telephony Services.

3.7 Although MJD will use reasonable endeavours to ensure the accuracy and quality of the Telephony Services, the Telephony Services are provided on an “as is” basis and MJD does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for the Client's intended purpose.

4. ACCEPTABLE USE

4.1 The Client agrees to use the Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by MJD from time to time.

4.2 The Client agrees to ensure that the Telephony Services are not used by its End Users to:

- 4.2.1 Make abusive, defamatory, obscene, indecent, menacing, disruptive, nuisance or hoax Calls, or other communications;
- 4.2.2 Send or knowingly receive Calls or other communications in breach of the rights of third parties, including those of quiet enjoyment, privacy and copyright;
- 4.2.3 Send or knowingly receive material that is abusive, defamatory, obscene, indecent, menacing or disruptive;
- 4.2.4 Send or knowingly receive data in such a way or amount so as to adversely affect the Telephony Services (or any part thereof).
- 4.2.5 Carry out any fraudulent, criminal or otherwise illegal activity, including Artificial Inflation of Traffic;
- 4.2.6 Enable any other party or service provider to route Calls, emails or other communications through the Telephony Services;
- 4.2.7 Obtain access to restricted areas of the Core Network;
- 4.2.8 In any manner which in MJD's reasonable opinion brings MJD's name into disrepute;
- 4.2.9 Engage in conduct which amounts to improper or persistent misuse of a public telecommunications network or service within the meaning of sections 127 and 128 of the Communications Act;
- 4.2.10 Falsify user information or forge addresses or CLIs;
- 4.2.11 Act in any way which threatens the security or integrity of any computer system.

4.3 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify MJD against any third-party claims arising the Client's breach of the terms of this clause 4.

5. CLIENT'S OBLIGATIONS

During the term of this Agreement, the Client shall:

- 5.1 Pay all additional Charges levied by MJD, including but not limited to those arising from Call Charges incurred by the Client:
 - 5.1.1 The Client undertakes to pay all Call Charges including those incurred by unauthorised access to or use of the Telephony Services, including but not limited to use of unbarred premium rate numbers and rogue diallers.
- 5.2 If (beyond MJD's reasonable control) Calls are routed other than by MJD's SIP Trunking Platform:
 - 5.2.1 Pay invoice(s) raised by third-party supplier(s);
 - 5.2.2 Notify MJD immediately of any invoices for services raised by a third party for services that are covered by this Agreement.
- 5.3 Ensure that adequate resilience is in place in the event of a power failure, including, but not limited to having the means to make emergency calls.
- 5.4 Ensure that all reasonable measures to minimise Toll Fraud are made, as set out in clause 12 hereof.
- 5.5 Agree that in all instances where it attaches Equipment that has not been provided by MJD to the Telephony Services that such Equipment shall be technically compatible and conforms to the relevant

standard or approval for the time being designated under the Communications Act, the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 or any instruction issued by MJD in relation thereto.

- 5.6 Accept that if it attaches Equipment that does not comply with the provisions of sub-clause 5.5 and such Equipment in the reasonable opinion of MJD is causing disruption to the Telephony Services, MJD shall be entitled to suspend the provision of the Telephony Services forthwith.
- 5.7 Provide a LAN at each the Client site, the performance of which conforms to the requirements for delivery of the Telephony Services, as set out in the Annex to the Service Schedule.
- 5.8 Only connect Equipment to MJD's Core Network via connection points that are approved by MJD.
- 5.9 Not copy, reverse engineer or modify any software or copy any manuals or documentation provided by MJD under the terms of this Agreement.
- 5.10 Co-operate reasonably with MJD's supplier if the supplier directly contacts the Client to make or change appointments or to request information in respect of an installation or Issue.
- 5.11 If the Client subscribes to a service that provides music on hold and the Client uploads music files, the Client agrees to obtain all necessary licences and permissions as may be required.
- 5.12 Comply with all applicable laws and regulations, including, data protection and voice over IP and codes of conduct, including those issued by Ofcom or the Regulator.
- 5.13 If the Client has subscribed to call recording services, the Client shall:
 - 5.13.1 Ensure full compliance with the statutory requirements for the use of such service; and
 - 5.13.2 Implement appropriate technical and organisational measures, including pseudonymisation and minimisation of data in an effective manner in order to meet the requirements inter alia of the Data Protection Legislation and PCI-DSS.
- 5.14 If the Client elects to configure the Telephony Equipment to present the Calling Line Identity when an outgoing Call is made, the Client shall:
 - 5.14.1 Ensure that the CLI is of a national significant format, is allocated to the Client and that the Client possesses all necessary permissions in respect of the Line;
 - 5.14.2 Ensure that if the CLI is not allocated to the Client, the Client possesses the allocated owner's written consent for its use and if such consent is revoked, immediately notify MJD;
 - 5.14.3 Ensure that under the terms of the CLI code of practice, the CLI presented is allocated to the Client, is in use, connected to a terminal and is capable of receiving Calls;
 - 5.14.4 Ensure that the functionality is used in accordance with any other provisions of the CLI guidelines published by the Regulator from time to time, and expressly the CLI shall not be:
 - a) A premium rate number prefixed 09;
 - b) A number that connects to a revenue sharing number that generates excessive or unexpected Call Charges.
- 5.15 If the Client uses auto-diallers to make Calls via the Telephony Equipment, the Client agrees to comply with the Privacy and Electronic Communications Regulations and guidelines issued by the Regulator from time to time and shall:
 - 5.15.1 Ensure that any call-list is kept up to date;
 - 5.15.2 Ensure that bad data, wrong numbers and nuisance calls are kept to a minimum.
- 5.16 Acknowledge that MJD shall be entitled to suspend or terminate the Services forthwith if the Client breaches the terms of sub-clauses 5.11 to 5.15; and
 - 5.16.1 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, shall indemnify MJD against any third-party claims arising from such breach.

6. MJD'S OBLIGATIONS

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

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

7. Clause Intentionally Unused

8. GENERAL

- 8.1 The Client acknowledges that title to the Subscriber Numbers supplied under the terms of this Agreement shall at all times be retained by MJD and the Client agrees not to sell, transfer or otherwise re-allocate the number to a third party.
- 8.2 Upon written notice given by MJD's supplier, MJD's rights and obligations, including all accrued rights and obligations, shall be assigned and transferred to MJD or to its nominee.
- 8.3 MJD has no control over the data delivered to the Client over the Lines provided by MJD and therefore cannot accept liability for loss or damage caused by Malware or other malicious data.
- 8.4 If an appointment is made with the Client for a visit to site and that at the appointed time MJD is unable to access the Client's site, or the appointment is otherwise broken by the Client, MJD shall be entitled to charge the Client at its prevailing rate; and
 - 8.4.1 If Client breaks an appointment for the installation of Equipment and fails to agree a further installation date which falls within thirty days of the date of the broken appointment, MJD shall be entitled to terminate this agreement and recover costs as set out in clause 10.
- 8.5 If MJD carries out work in response to an Issue reported by the Client and MJD subsequently determines that such Issue either was not present or was caused by an act or omission of the Client, MJD shall be entitled to charge the Client at its prevailing rate.
- 8.6 MJD shall not be responsible for the programming, configuration or management of the Customer Premises Equipment that has not been provided by MJD.
- 8.7 MJD may at its sole discretion implement traffic management measures, which may include, but are not limited to bandwidth restrictions on heavy users of contended services, with the purpose of maintaining the quality of service of the wider group of users of the Telephony Services.
- 8.8 In addition to the provisions of clause 12 of the General Terms and Conditions, MJD may suspend the Telephony Services if:

- 8.8.1 The Client fails to comply within seven days of a reasonable request that static IP addresses are used for Core Network access;
- 8.8.2 A security breach of the Core Network occurs.
- 8.9 Notwithstanding the provisions of sub-clause 6.6, MJD shall use reasonable endeavours to carry out any Planned Maintenance outside of the Working Day.
- 8.10 Use of the Services and associated Equipment by the Client constitutes acceptance of the terms and conditions of this Agreement.
- 8.11 MJD provides its Support Desk on a fair usage basis. If in MJD's reasonable opinion, the number of requests that the Client makes of the Support Desk exceeds that which is reasonably expected, based on MJD's experience of providing such a service, MJD shall be entitled, after prior notification, to charge the Client for excess use of MJD's Support Desk services.

9. TERMINATION

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
 - 9.1.1 By either party by giving the other not less than ninety days' notice in writing to terminate on the last day of the Minimum Term or at the end of any Additional Term thereafter;
 - 9.1.2 If the Client is a Microenterprise or Small Enterprise Customer and there is no Minimum Term or Additional Term in force by either party giving the other not less than ninety days' notice in writing to terminate at any time;
 - 9.1.3 If the Client is a Microenterprise or Small Enterprise Customer and MJD makes a Variation other than those contemplated in sub-clauses 22.3, 9.11 and 9.12 of the General Terms and Conditions, and such Variation is, in the reasonable opinion of the Client, disadvantageous to the Client, the Client shall be entitled to terminate this Agreement by giving reasonable notice to terminate on the day immediately before the Effective Variation Date without incurring termination Charges.
 - 9.1.4 The Client by giving thirty days written notice if MJD makes changes to the Services which materially adversely affect the Client;
 - 9.1.5 Immediately by MJD in the event that it is so instructed by government or a regulatory body;
 - 9.1.6 By MJD providing fourteen days notice to terminate at any time if MJD's supplier gives notice to terminate the supply of underlying services to MJD; however in such circumstances, prior to providing notice of termination, MJD will make reasonable efforts to identify an alternative supplier of the Telephony Services.
- 9.2 In the event of termination of this agreement, howsoever occasioned, the Client shall be responsible for:
 - 9.2.1 Arranging for services to be provided by an alternative supplier; and
 - 9.2.2 Payment of any Charges due to MJD arising from the Client's failure to arrange for services to be provided by an alternative supplier.
- 9.3 On termination of this Agreement, PROVIDED THAT all of MJD's invoices have been paid in full, all Subscriber Numbers allocated to the Client under the terms of this Agreement shall be transferred to MJD's supplier. However, the provisions of this sub-clause do not prevent the Client requesting migration of the Subscriber Numbers to a new provider. Such request should be made to the new provider.

10. CHARGES AND PAYMENT

- 10.1 In general, invoices for installation and setup, including number porting and sub allocation, shall be raised by MJD immediately following the Commencement Date, invoices for fixed periodic Charges shall be raised in advance of the relevant period and invoices for all Call Charges, whether incurred

with the authorisation of the Client or not and any other incurred Charges, during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.

- 10.2 MJD shall commence charging for the Telephony Services from the RFS Date, regardless of the date on which the Client commences use of the Telephony Services. If the RFS Date does not correspond with MJD's invoicing period as set out in the Order, MJD shall charge the Client at a pro-rata rate for the first invoicing period.
- 10.3 Except in the case of demonstrable error, all Charges will be calculated in accordance with data collected by or on behalf of MJD.
- 10.4 Charging for a Call shall commence from when an answer signal is received and cease when a release signal is received.
- 10.5 Call Charges are based on number of seconds' duration, rounded up to the nearest second.
- 10.6 Calls made by the Client to numbers prefixed 0800 and 0808 will be free of charge.
- 10.7 The Client acknowledges that the prices quoted in MJD's literature and on the Order are estimates based on the rates prevailing at the time the Order is placed and as such are subject to change and the rate charged will be the rate in force at the RFS Date.
- 10.8 The Client acknowledges that the Charges for the Minimum Term are calculated by MJD in consideration inter alia of the setup costs to be incurred by MJD and the length of the Minimum Term offered.
- 10.9 The Client agrees that it shall be liable for termination Charges, which shall be paid by way liquidated damages in the event that:
 - 10.9.1 The Client terminates this Agreement for convenience prior to the end of the Minimum Term or MJD terminates this Agreement prior to the end of the Minimum Term by reason of the Client's un-remedied breach of the terms of this Agreement, the Client shall be liable for:
 - a) Payment of all outstanding installation Charges, including repayment of any discount that may have been applied;
 - b) Payment of all Services Charges and Equipment rental Charges due up to the end of the Minimum Term.
- 10.10 The Client shall not be liable for termination Charges if this Agreement is terminated by:
 - 10.10.1 The Client at the end of the Minimum Term or at any time thereafter PROVIDED THAT the Client properly serves written notice to terminate, in accordance with sub-clause 9.1.1;
 - 10.10.2 The Client or MJD during the Run-Up Period by reason of MJD becoming aware that will be unable to provide the Services or part thereof;
 - 10.10.3 The Client by reason of MJD's un-remedied or repeated breach of the terms of this Agreement;
 - 10.10.4 The Client if a right of termination arises under the provisions of sub-clauses 9.1.2 to 9.1.6 hereof.
- 10.11 If the Client is a Microenterprise or Small Enterprise Customer, the provisions of sub-clause 9.12 of the General Terms and Conditions shall not apply.
- 10.12 The Client acknowledges and agrees that all Calls that are routed through MJD's SIP Trunking Platform shall be charged by MJD and if Calls are routed through any other supplier's network by any means of indirect access, the Client shall be solely responsible for payment of other supplier's Call Charges.

11. LIMITATIONS

- 11.1 The provision of the Telephony Services by MJD is contingent upon the Client receiving Access Services at each of its Sites, but is regardless of the Client's current service provider for such Access Services.
- 11.2 The Client accepts that certain features of the Services (as described in the Service Schedule) may not be available at all Sites due to technical and or geographical reasons, and that such limitations may not be realised until after commencement of the Telephony Services. In such circumstances MJD shall,

having exhausted all reasonable alternatives, be entitled to withdraw the provision of the Telephony Services, or Service Components thereof, from the affected Site.

- 11.3 The Client acknowledges that some number ranges may not be supported by MJD and may not be used in conjunction with the Telephony Services and that the porting of numbers may be subject to agreements that are or are not in place between MJD's supplier and the previous or current number range holder.
- 11.4 The Client acknowledges that:
 - 11.4.1 Some number ranges may not be supported by MJD and may not be used in conjunction with the Telephony Services and that the porting of numbers may be subject to agreements that are or are not in place between MJD's supplier and the previous or current number range holder; and
 - 11.4.2 MJD cannot guarantee that a particular Subscriber Number is available to the Client until a Call is received by the Client on such Subscriber Number; and
 - 11.4.3 MJD will not be liable for any costs arising out of the publication of any marketing collateral or other material by the Client which includes references to Subscriber Numbers which have not been guaranteed to be available.
- 11.5 Under the terms of this Agreement, MJD shall have no responsibility for, or liability in relation to the Client's LAN and the performance thereof.
- 11.6 Under the terms of this Agreement, MJD does not issue or control the IP address to be used with the Telephony Services. Access to any use thereof is authorised and controlled by the relevant internet authorities and if the address ceases to be available, MJD shall be entitled to withdraw or change such.
- 11.7 The Client acknowledges and agrees that MJD shall be entitled to withdraw any CLI that has been allocated to the Client but has remained unused for a period of three months; and the Client agrees:
 - 11.7.1 Not to redirect any unused CLIs to live CLI, fax, voicemail or recorded message services;
 - 11.7.2 That MJD or its supplier shall be entitled to check that allocated CLIs are in proper use.

12. TOLL FRAUD

- 12.1 The Client is exclusively responsible for the prevention of Toll Fraud.
- 12.2 The Client shall pay all Rental and Call Charges whether the Client or a third party incurs the Charges (without the authorisation of the Client).
- 12.3 The Client is exclusively responsible for the prevention of Toll Fraud, and if such Toll Fraud or other misuse occurs, the Client is liable for all Charges incurred.
- 12.4 The Client agrees to take all reasonable measures to minimise the risk of Toll Fraud, including:
 - 12.4.1 Regularly changing system passwords;
 - 12.4.2 Regularly changing user passwords;
 - 12.4.3 Changing passwords as appropriate when employees leave;
 - 12.4.4 Not using passwords such as '0000', '1234', default passwords or reversed extension numbers;
 - 12.4.5 Barring premium-rate numbers wherever practicable;
 - 12.4.6 Barring international calls wherever practicable – in particular, barring calls to countries that the Client doesn't deal with;
 - 12.4.7 Implementing network security measures including firewalls, security policies / access restrictions, use of encryption and limiting physical access.
 - 12.4.8 Ensuring that any software used in conjunction with the Telephony Services is tested for Malware.

- 12.4.9 Ensuring that the Client's LAN and any equipment connected thereto is fully protected against all known vulnerabilities.
- 12.5 MJD shall not be liable for any losses, costs or damages arising from Toll Fraud.
- 12.6 The Client shall notify MJD immediately if it becomes aware of or has reasonable suspicion that a fraud or illegal misuse may have or will take place:
 - 12.6.1 Upon notification, MJD shall take immediate steps to suspend the relevant part or parts of the Telephony Services and ensure that no further traffic is permitted on the relevant Lines;
 - 12.6.2 MJD shall not be liable for any Charges or liabilities incurred by the Client prior to the suspension of Telephony Services.
- 12.7 If, in the reasonable opinion of MJD, the Client's Call profile is or becomes indicative of fraudulent activity, MJD shall be entitled to suspend the Telephony Services immediately without notice.

13. CONDITIONS THAT APPLY TO THE USE OF NUMBER TRANSLATION SERVICES

- 13.1 The Client agrees to comply with and be bound by the Code of Practice of the Regulator (the 'Code') as amended from time to time.
- 13.2 The Client agrees to abide by any instruction, direction, recommendation or advice that the Regulator gives in general or express regard to the Client's use of Number Translation Services.
- 13.3 MJD shall be entitled to immediately suspend or terminate Number Translation Services if MJD reasonably believes that:
 - 13.3.1 The Client is in breach of the Code;
 - 13.3.2 The Number Translation Services are being used fraudulently;
 - 13.3.3 The Client is not providing a bona fide service as recognised by the Regulator;
 - 13.3.4 The Client is conducting business illegally or for an illegal purpose;
 - 13.3.5 Number Translation Services are being used in connection with fraud or other criminal activity against MJD, its suppliers or other public telecommunications operators, which for the avoidance of doubt, includes artificial inflation of Call traffic.
- 13.4 The Client shall provide MJD or the Regulator any information reasonably requested which relates to the Client's usage of Number Translation Services.
- 13.5 The Client also agrees that:
 - 13.5.1 MJD or the Regulator may monitor the Client's use of Number Translation Services;
 - 13.5.2 MJD may withhold such payment sums as the Regulator may direct, which would otherwise be payable to the Client, until directed to release the payment;
 - 13.5.3 MJD shall pay refunds from withheld payments on the Client's behalf, when directed to do so by the Regulator;
 - 13.5.4 MJD may apply such withheld payments towards sums due in respect of fines, Charges or other costs arising from the Client's breach of the Code, after deduction of costs or losses incurred by MJD in respect thereof;
 - 13.5.5 The Client shall be liable without limitation to MJD for all losses, claims or costs suffered, arising or incurred as a result of any fraudulent use of the Number Translation Services by the Client, its employees, agents and subcontractors;
 - 13.5.6 The Client shall not make (nor allow anyone on the Client's behalf to make) calls to the Number Translation Services other than at what MJD deems reasonable intervals for the purpose of testing that the service is working correctly.
- 13.6 The Client warrants that the supply to it of Number Translation Services by MJD does not breach the terms of any sanction imposed by the Regulator on the Client, its employees, agents, subcontractors or third parties using its services.

- 13.7 Notwithstanding the provisions of clause 16 of the General Terms and Conditions, the terms of this clause 13 may be directly enforced by the Regulator in accordance with section 1 of the Contracts (Rights of Third Parties) Act 1999.
- 13.8 The Client shall be entitled to receive rebate payments from MJD based on the volume of call traffic generated by the use of the applicable Number Translation Services number range, calculated by reference to data logged by MJD.
- 13.9 The rates at which the rebates are applied and monthly rebate payment threshold ('Payment Threshold') are set out in the Order.
- 13.10 MJD shall make a monthly rebate payment provided that the Payment Threshold is exceeded in the applicable calendar month. Rebates that are not paid due to falling below the Payment Threshold will be carried forward to the following month.
- 13.11 Payments will be made by MJD no later than thirty days after the end of the month in which the rebates are accrued.
- 13.12 MJD shall be entitled to withhold payment of rebates:
- 13.12.1 Upon and during any period that the Services are suspended;
 - 13.12.2 If in MJD's reasonable belief, the Client is in breach of this Agreement;
 - 13.12.3 If MJD is made aware, or reasonably believes that the Client has increased payment entitlement by fraudulent or improper means;
 - 13.12.4 If MJD's supplier has failed to provide the corresponding payment.
- 13.13 MJD shall be entitled to set off any Charges due to it against any rebates due to the Client.
- 13.14 On termination of this Agreement the Client shall be entitled to receive all remaining accrued rebates, subject to set-off against any termination Charges that may be incurred.
- 13.15 MJD shall be entitled to apply a monthly charge for each inbound number which does not carry any traffic for any period of three consecutive months. Where this charge has been applied and a number subsequently carries traffic in any month then this charge will not apply to the months where there is traffic.
- 13.16 If an inbound number is withdrawn by the Regulator or any of MJD's suppliers for reasons beyond MJD's control MJD shall recover the number(s) from the Client immediately; MJD will use reasonable endeavours to supply another, acceptable number.
- 13.17 The following limitations apply to the international access of Number Translation Services:
- 13.17.1 MJD cannot guarantee call quality and shall not be liable for service incompatibility. It is recommended that the Client perform full compatibility tests prior to publishing any international number(s) provided by MJD;
 - 13.17.2 MJD cannot guarantee support for calls from mobile numbers unless otherwise specified and in these cases there will be an additional charge;
 - 13.17.3 The Client accepts that additional restrictions to Number Translation Services may apply in certain countries;
 - 13.17.4 The Client accepts that MJD is reliant on third parties for delivery of billable call records and there may be an unlimited delay in billing for international calls.

14. IP TELEPHONY SERVICES

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

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

Service Schedule

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

1. SIP Trunking Telephony Services

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

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

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

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

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

2. Emergency Call Access Service

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

3. Support Desk

3.1 MJD's Support Desk provides support and assistance in the use of the Telephony Services, including the following:

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

3.2 The Client shall make requests for assistance by one of the following methods:

- By Email to MJD’s Support Desk – support@mjdsystems.co.uk
- By Telephone to MJD’s Support Desk – 01343 610 999

3.3 The Support Desk is available from 9am to 5pm Monday to Friday excluding bank and public holidays.

3.4 The Support Desk is responsible for monitoring the Telephony Services for availability.

4. Service Level Agreement

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

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

4.1 SIP Trunking Platform Target Service Availability

Sub-system	Target Availability	
	Standard Platform Build	Resilient Platform Build
Core Telephony Services (including Call routing and termination)	99.95%	99.99%
Non-Core Telephony Services (including auto-attendant, call recording and unified messaging, as applicable)	99.0%	99.5%

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

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

4.2 Issue Response and Resolution Times

MJD shall use reasonable endeavours to respond to and resolve faults in the Telephony Services in time-scales set out below:

Severity	Target Response Time	Target Resolution Time
Critical	1 Working Hour	6 Working Hours
Major	4 Working Hours	12 Working Hours
Minor	8 Working Hours	4 Working Days

Severity	Target Response Time	Target Resolution Time
Low	16 Working Hours	8 Working Days

4.2.1 MJD shall use reasonable endeavours to meet the timeframes for 100% of the time for Critical issues and 90% of the time for Major and Minor issues.

4.2.2 Issue severities are defined as follows:

- Critical Issues include total outage or call processing outage for more than 10% of users, or mission-critical operations are severely impacted, and/or access to Emergency Services (999 / 112) is not available
- Major Issues include outage for less than 10% of users or provisioning problems
- Minor Issues include call processing problems for a single End User or a configuration problem
- Low Level Issues include issues with single number destinations, quality of service and information requests regarding configuration, usability or documentation

4.2.3 MJD shall aim to make an initial response to all Issue reports within thirty minutes.

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

4.3 Quality of Service

Every ten minutes, MJD measures the quality of Calls which pass through the SIP Trunking Platform and Core Network, using the PESQ (Perceived Evaluation of Speech Quality) evaluation, which scores speech quality on a scale of one (bad) to five (excellent). The scores are averaged over a calendar month and MJD aims to meet the following targets:

Codec	Target Monthly Average PESQ Score
G.711	4.1
G.729	3.7

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

5. Complaints Handling

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

Escalation Level	Role	Contact Details
1	Support Manager	01343 610999
2	Business Development Manager	01343 610999

Escalation Level	Role	Contact Details
3	Managing Director	01343 610999

- 5.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.

Additional Services

Additional Services, each described in the following paragraphs 6 to 8 will be provided if set out on the Order.

6. Number Translation Services

Number Translation Service routes a Call made to a non-geographic number beginning with 08 or 03 to a hidden geographic or mobile number. The following number translation services are provided:

0800 / 0808 – Free phone. The Call is free to the caller, the Client is charged for the Call.

084x – The caller pays an access and service charge. The Client receives a proportion of the service charge as a rebate.

087x – The caller pays an access and service charge. The Client receives a proportion of the service charge as a rebate.

01, 02, 03 – The caller is charged at the national rate by access provider. The Client is not charged and does not receive a rebate.

7. Direct Routing

- 7.1 Direct Routing, which replaces Microsoft calling plans, enables the Client to take advantage of the Microsoft's Teams application as a Telephony Services endpoint to make and receive Calls that are routed via the Core Network and SIP Trunking Platform. Direct Routing provides an inbound Call control platform ('SIP Trunk Call Manager') which delivers enhanced inbound routing and reporting capabilities.
- 7.2 The SIP Trunk Call Manager is portal-based and End Users can access it to edit components of Call routing for numbers provisioned on the Services. Functionality includes ability to route calls to an alternative destination number, voicemail or invoke a pre-configured call plan. Key reporting statistics are also available including performance graphs and call history.
- 7.3 In turn, the Client's administrators can manage the SIP Trunk Call Manager. The following features are customisable:
- Call queuing
 - Time of day routing
 - Hunt group
 - Voice mail
 - Date routing
 - Announcement
 - Auto attendant
 - Set user access
 - Divert (on busy, on no reply, on failure)
 - Access to full call statistics

- Advanced Statistics

7.4 To enable Direct Routing, the following additional subscriptions are required:

- Microsoft365 Enterprise subscription
- Microsoft Phone System add-on, if not included in the Microsoft365 subscription

7.5 Reporting

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

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

7.6 Extended Management Reporting Bolt On

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

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

8. Hosted Telephony Services

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

8.1.1 A rich feature set which includes:

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

- 8.1.2 An End User web portal which provides individual feature control, basic performance monitoring and access to End User information, including:
- Call history
 - Voicemail
 - Recorded Calls
 - Personalised settings
- 8.1.3 Administrator web portal.
- 8.1.4 Auto attendant, which provides callers with call routing options for different areas of the business and provide announcements to inform callers of details such as opening hours and website address when the office is closed.
- 8.1.5 The following equipment and services are additionally required to support the Telephony Services and are not provided under the terms of this Agreement:
- a) Access Services to connect to the Core Network;
 - b) LAN components.
- 8.1.6 MJD may provide some or all of the equipment and services listed in paragraph 8.1.5 under the terms of additional agreements.

8.2 Desktop Client Bolt On

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

8.3 Extended Management Reporting Bolt On

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

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

8.4 Inbound Services Bolt On

The Inbound Services Bolt On is a set of cloud-based telephony services for both geographic and non-geographic numbers that provides a full range of call routing, monitoring and management capabilities. The Inbound Services Bolt On is managed via a web portal and three levels of functionality are provided. The Inbound Services Bolt On can be used with any number, from anywhere and with any suitable device.

- 8.4.1 Contact Point is MJD's entry-level service, primarily for call routing at single sites.
- 8.4.2 Contact Path is suitable for multi-site, multi-department enterprises that require caller location -dependent routing and the establishment of hunt groups.
- 8.4.3 Contact Pro is a functionally rich enterprise call-centre service.
- 8.4.4 Inbound Services provide the following functionality:
- Online management portal

- Identity-based access management
- Call divert on busy / no answer / fail-over
- Time of day / day of week routing (Contact Path / Contact Pro only)
- Date-dependent routing (Contact Path / Contact Pro only)
- Automatic Call Distribution / Load balancing (Contact Path / Contact Pro only)
- Hunt groups for specific operators / next available operator (Contact Path / Contact Pro only)
- Routing by geographic location of inbound call (Contact Path / Contact Pro only)
- Scalable Call Queuing (Contact Pro only)
- Auto-Attendant (IVR) (Contact Pro only)

8.4.5 Optional, additional features available for the Inbound Services Bolt On include:

- Call recording
- Shared voicemail
- Call whisper
- Advanced Call statistics to measure ROI on advertising
- Management reports

8.5 Audio Conferencing Service Bolt On

The Audio Conferencing Bolt On service is accessed via 0870 or 0808 dialling and is permanent (ie does not require pre-booking) and is PIN protected.

8.6 Contact Bolt On

In addition to the comprehensive features provided by the Hosted Telephony Platform, the Contact Bolt On provides the following collaborative tools that can assist with the management of current and historical communications with customers:

- Email Integration – The Contact Bolt On can be connected to email servers to send and receive emails. Multiple email addresses can be configured, which can then be assigned to different queues
- Web-chat – Web-chat conversations can be served between calls to ensure high agent productivity or agents can work on multiple chats at the same time
- Call Back – The Contact Bolt On can be configured to assess a caller's position in the queue, announce the estimated wait time and offer the caller the option of a call back if the wait time is too long. Selected time slots can also be offered to provide a more flexible call back option
- Advanced Queue Management - Customer interactions can be queued and managed within the contact centre environment. Calls / emails can be prioritised into VIP queues to improve first contact resolution
- Call Recording - Recording of inbound, outbound or internal calls for customer service, training or audit purposes
- Skills-Based Routing - Enables automatic routing of calls to the most qualified agent
- Management Reporting - View and create comprehensive reports
- Wallboards and Live Data - Show live data from the moment an agent handles a call, email or web chat

8.7 Call Recording Bolt On

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

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

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

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

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

8.7.3 Call recordings can be searched using any combination of:

- Call direction - inbound or outbound
- Time of Call
- Date of Call
- Duration of Call
- Agent's user-name
- Agent's telephone number
- Other party's telephone number

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

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

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

8.7.7 Retention periods are fully configurable via the management portal.

8.8 Hosted Telephony Services for Microsoft Teams Bolt On

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

8.8.1 To enable the Hosted Telephony Services for Microsoft Teams Bolt On, the following additional subscriptions are required:

- Microsoft365 Enterprise subscription
- Microsoft Phone System add-on, if not included in the Microsoft365 subscription
- A subscription to the Hosted Telephony Services with the Hosted Telephony Services for Microsoft Teams Bolt On

Annex to Service Schedule

1. Technical Requirements of the Client's LAN

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