

Acuity Unified Communications Limited - Terms and Conditions - Schedule for Hosted telephony, Hosted PBX, Unified Communications IPPBX services, SIP calling and Emergency Services 999 /112 access.

Service Overview

By purchasing our Hosted telephony services (VoIP / Hosted PBX) or our Unified Communications IPPBX services you confirm that you understand that our services:

- may sometimes be unavailable as a result of things over which we have no control, for example, the weather, power disruptions and failures of your internet service provider (ISP) or broadband / ADSL connection and you understand that in such circumstances all services (including 999 public emergency call services) will also be unavailable;

The Service is subject to different regulatory treatment than a PSTN (Public Switched Telephone Network) service and this may limit or otherwise affect your rights of redress before regulatory agencies such as OFCOM.

The service may include "Inclusive Calling Plans" that have been designed as a fixed price alternative telephone service. If we deem your usage during any single month not to be within normal business use, we reserve the right to suspend, restrict, change or cancel your Acuity Unified Communications Limited service at our discretion. The Acuity Unified Communications Limited service has been designed assuming average usage levels. In order to protect the average utilisation levels we have set upper limits which may be subject to change. Please also refer to our **Acceptable Use policy**.

Fax Broadcasting

The Service cannot be used for fax broadcasting, fax blasting or bulk faxing to send fax messages to multiple recipients at one time.

Auto-Dialling

The Service cannot be used for auto-dialling or predictive dialling, or the systematic dialling of telephone numbers for telemarketing or any other purpose without the express permission of Acuity Unified Communications limited. In such cases additional network resources may need to be made available to support such requirements. There is also a requirement on the customer to comply with any relevant legislation or best practice guidelines relating to these types of services.

Spam over Internet Telephony

The Service cannot be used in any way to generate, distribute or otherwise for SPIT (spam over [Internet telephony](#)) or VAM (Voice / VoIP spam).



Hosted PBX and Unified Communications IPPBX (UC IPPBX) features

Acuity Unified Communications Limited Hosted PBX product literature describes the list of features supported by the Hosted PBX system and On-Site UC IPPBX System that we reserve the right to change from time to time. Some features may require the use of Acuity Unified Communications Limited recommended hardware together with software firmware upgrades to enable you to access all Hosted PBX and UC IPPBX features.

Feature requests outside of the standard product may be available (eg the use of third party applications) however the problem free operation of these features is not guaranteed. Furthermore Acuity Unified Communications Limited may, at its discretion, refuse to provide support for non-standard hardware and / or charge a support charge in relation to assisting you with configuration of unsupported features or hardware.

Time dependent features for Hosted PBX and UC IPPBX Services (inbound non – geographic numbers / numbers beginning 08xx) including but not limited to changes in call routing are based on GMT. All times provided to Acuity Unified Communications Limited are applied to your Hosted PBX and UC IPPBX Service as GMT.

Some complex Local Area Network environments may necessitate re-engineering. Acuity Unified Communications Limited will advise you of the need for re-engineering if necessary and discuss the options for completing this work with you before proceeding.

System Changes

In the event that you request an amendment to the system configuration during the system provisioning period Acuity Unified Communications Limited may, at its discretion, reset the provisioning start date, thus delaying the availability of your system.

Supported Hardware

Acuity Unified Communications Limited recommends the use of Snom IP Phones, Linksys IP Phones, Yealink, Polycom and Cisco IP Phones as determined by Acuity Unified Communications Limited for use with its PBX and Unified Communications services.

Other IP Phone brands have been tested with the Acuity Unified Communications Limited Hosted PBX system however not all advanced features have been found to work fault free.

A business grade Power over Ethernet (POE) switch and Quality of Service (QoS) enabled router are recommended but not a pre-requisite for installation. However Acuity Unified Communications Limited will make a recommendation relating to this



and if the Customer proceeds without following the Acuity Unified Communications Limited recommendation, Acuity Unified Communications Limited will not be responsible for the call quality experienced with the Service.

On Site set up issues (LAN Issues)

Installation is typically completed by:

- the customer with telephone based assistance from Acuity Unified Communications Limited support staff or
- an onsite Acuity Unified Communications Limited engineer or representative.

It is the responsibility of the Customer to ensure that the Customer LAN is of sufficient quality to enable proper use of the Service.

Acuity Unified Communications Limited Technical Support Service

Acuity Unified Communications Limited provides free phone and email based technical support in respect of a standard Hosted PBX and Acuity Unified Communications Limited UC IPPBX services during normal business hours. If Acuity Unified Communications Limited attends site to assist in technical support of the service which is deemed to not be a fault of the service, a charge will be made.

Amendments to your Hosted PBX or UC IPPBX system requiring re-engineering

Should you require changes to your Hosted PBX or UC IPPBX system which necessitates re-engineering, Acuity Unified Communications Limited will request this in writing before undertaking the changes to the system.

A charge will apply in respect of re-engineering. Your Acuity Unified Communications Limited sales representative will advise you of these charges and obtain your authorisation before proceeding to submit your request to the engineering team.

Hosted PBX, Unified Communications IPPBX and SIP-Trunk /Calling - Terms and Conditions

What we will do

We will provide you with the Hosted IP Telephony / Hosted PBX Services / Unified Communications IPPBX Service / SIP – Trunk /Calling subject to these Terms and Conditions, the MSA, and any Customer Order Form(s) Customer Order Summary Form(s) or Customer Requirement Form(s) prepared in accordance with these Terms and Conditions

What you will do

You will co-operate in full with us in drawing up a fully completed Customer Requirements Form, including specifying in full your requirements in respect of the relevant Service.

You acknowledge and agree that you will comply with Emergency Calls Access, and acknowledge and agree to the limits of the emergency call support provided. You must ensure that all information you provide to us is materially accurate and update us promptly in the event that any such information changes so as to ensure the accuracy of the Carrier Emergency Services Database. You acknowledge that we may not be able to convey Calls where accurate information is not provided in accordance with this clause. You acknowledge and agree that Your Equipment requires mains power to make Emergency Calls and that you are required to confirm/provide your location when making an Emergency Call to enable the correct Emergency Organisation to respond.

Administrator and related Training

A reasonable period of time in advance of the Activation Date of the SERVICE, you shall nominate two people to act as your dedicated administrators in respect of the Services. You shall notify us promptly in the event that any such administrator is replaced or becomes otherwise unavailable for any prolonged period of time. We shall only liaise with those administrators (or his/her successor(s) so notified to us). You shall ensure that your initial administrators attend all training sessions detailed in the relevant Order. Any successor administrator(s) may be required to attend further training sessions in respect of the Services which will be furnished by us at an additional cost to you.

Termination

In the event that either party gives notices to terminate an Order, notwithstanding any term to the contrary, we shall determine (acting in accordance with our reasonable discretion) as to whether a Complex Routing Plan is required in order to cease the Hosted IP Telephony / Hosted PBX Services. In the event that such a Complex Routing Plan is required, the relevant Order shall terminate in accordance with the timeframes for termination.

NUMBER PORTING

You acknowledge and agree that there may be some restrictions and limitations to geographic number portability.

If Call traffic conveyed via Carrier IP Exchange or the Carrier PSTN Network for onward termination on an International Destination Network is abnormally high then Carrier or Carrier's overseas partner may instigate network management control measures.

Acuity Unified Communications Limited Standard Agreement

These terms and conditions of service shall constitute the whole of the contract between the customer (herein after referred to as the buyer, customer) This agreement is made between Acuity Unified Communications Limited. (registered in England & Wales under number 07139248) of 2nd Floor, Sheldon Chambers, 2235-2243 Coventry Road, Birmingham B26 3NW and the CUSTOMER, as specified on the Customer Order Form / Service Order Summary Form. These terms should also be read in conjunction with the Acuity Unified Communications Limited Master Services Agreement (MSA). Where a conflict occurs between these terms and those of the MSA the terms of this schedule will prevail.

- The service, services, product means the electronic transmission of information, graphics, sound, voice and any other form of information transfer through the Acuity Unified Communications Limited, servers and lines of telecommunication. **The Services include;**
- Hosted voice-over-internet protocol (VoIP) service which is the provision of a hosted VoIP private branch exchange (PBX) telecommunications service to which you connect via the world-wide-web, facilitating internal telecommunications connections (i.e between your end users and your premises).
- Hosted session initiation protocol (SIP) trunking service. The facility to use the hosted voice-over internet protocol service (as described above) to make external telecommunications connections to the local public switched telephone network via the world-wide-web by means of SIP.
- On-Site installed Unified Communications IP Private Branch Exchange Service. The installation of an Acuity Unified Communications Limited IPPBX that is connected to the PSTN and or SIP trunks via ADSL circuit/s. The IPPBX can be connected to cloud based (Internet based) services for inbound number routing and other communications mediums. The Service can be either purchased outright whereby Acuity Unified Communications Limited will provide charged maintenance for a 3 year period (extendable at end of period) or rented on a per monthly basis.

Acuity Unified Communications Limited agrees to provide Hosted Telephony / Hosted PBX / SIP and Internet Services / UC IPPBX as specified under this agreement.

1. Definitions

In this agreement (which includes the appendices hereto) the following terms shall have the following meanings:

“ACCEPTABLE USE POLICY” – Acuity Unified Communications Limited’s rules concerning acceptable usage of the Acuity Unified Communications Limited network.

“ACUITY UNIFIED COMMUNICATIONS LIMITED” – Acuity Unified Communications Limited

“AGENT” – The agent, if any, representing Acuity Unified Communications Limited in the sale of the service to the customer.

“AGREEMENT” – The agreement comprising the CUSTOMER ORDER FORM, the SERVICE ORDER SUMMARY, the SERVICE ORDER FORM the CUSTOMER REQUIREMENTS FORM and any additional customer specific documentation relating to the ORDER FORM, these TERMS AND CONDITIONS, the SERVICE LEVEL AGREEMENT attached as Schedule 1 and all other documentation referred to in any of the terms.

“AVAILABILITY” means the availability of Acuity Unified Communications Limited network demonstrated by means of either a ping or traceroute program.

“BUSINESS HOURS” means 08.00 a.m. to 6.00 p.m. on a day other than a Saturday, Sunday, bank or other public holiday in England and Wales.

“CUSTOMER” – the customer specified on the SERVICE ORDER FORM.

“CUSTOMER ORDER FORM” – part of the ORDER FORM which specifies the charges and elements of the SERVICE and forms part of this agreement.

“DOWNTIME” means in respect of any month the total time during which the Service is not available (other than as a result of planned Outages).

“EVENT OF FORCE MAJEURE” – such event as defined in clause 16.10 below.

“INITIAL TERM” –Minimum Term: a period of 36- Months (36) months from the START DATE or any other term as specified on the ORDER FORM

“INSOLVENCY EVENT” – if a party becomes insolvent, has a receiver appointed over the whole or any part of its assets, enters into any compound with creditors, or has an order made or resolution for it to be wound up (otherwise than in the furtherance of a scheme for amalgamation or reconstruction) or if ownership or control shall pass into the hands of any other legal person (other than assignment under clause 16.1), or an event analogous occurs in respect of a party in any jurisdiction to which that party is subject.

“MINIMUM TERM” – Initial Term, a period of 36- Months (36) months from the START DATE or any other term as specified on the ORDER FORM

“OUTAGE” means any period during which any user cannot process an application transaction or send or receive e-mails utilizing the Service.

“PLANNED OUTAGE” means any period during which any user cannot process an application transaction or send or receive e-mails utilizing the Service caused by work for the purpose of maintenance or support.

“RIPE” – (Réseau IP Européens) The organisation that assigns TCP/IP addresses to Internet Service Providers and their customers in Europe.

“SERVICE MINUTES” means minutes of connectivity to Acuity Unified Communications Limited.

“SERVICE ORDER FORM” – the order form which specifies the SERVICE and forms part of this agreement

“SERVICE” – Acuity Unified Communications Limited’s services as detailed on the SERVICE ORDER FORM and forms part of the ORDER FORM.

“SIP” - Session Initiated Protocol

“START DATE” – the day that the SERVICE becomes fully functional and is handed over to the CUSTOMER.

2. Terms of Purchase

These Acuity Unified Communications Limited Terms and Conditions shall apply to the subject matter of this AGREEMENT to the entire exclusion of any documentation proposed by the customer.

3. Services

Subject to compliance by the CUSTOMER with its obligations under this agreement, Acuity Unified Communications Limited. shall provide the services to the CUSTOMER during the currency of this AGREEMENT with reasonable care and skill. Acuity Unified Communications Limited. reserves the right to vary the SERVICE at any time. However, Acuity Unified Communications Limited. will inform the CUSTOMER of such variations where Acuity Unified Communications Limited. deems it necessary to do so and where reasonably practicable in the circumstances.

3.1 Acknowledgement. Acuity Unified Communications Limited. accepts the customer's acknowledgement of these terms and conditions breach of any of which may result in termination and or suspension of the customer's right to use the service.

3.2 Payment. All services supplied must be paid for in full prior to the provision of any service unless agreed in writing with Acuity Unified Communications Limited. the price being quoted as the list price of Acuity Unified Communications Limited. agreed on it's behalf at the time of contract or order with the customer.

3.3 Quotes. All prices quoted verbally or in writing (prices being the Acuity Unified Communications Limited. list price at exchange of contracts) for provision of service are excluding VAT at the standard rate for the service supplied and are subject to change without notice.

3.4 Alterations in the standard price of service supplied will only be accepted by Acuity Unified Communications Limited. in writing on a Acuity Unified Communications Limited. authorised order form signed by an agent or employee of Acuity Unified Communications Limited.

3.5 Cancellations. A Order that has been accepted by Acuity Unified Communications Limited. and signed by the customer or his/her representative may be cancelled by the customer or his/her representative within 14 working days at any time of signing of order and on terms that the customer will indemnify Acuity Unified Communications Limited. in full against any loss, costs (including the cost of goods ordered for the customer by Acuity Unified Communications Limited. on behalf of the customer for the supply of service ordered), damages, charges and expenses incurred by Acuity Unified Communications Limited. as a result of cancellation.

3.6 Suspension of services.

We will endeavor to ensure that the Services are of a high quality. In order to maintain



the quality and safety of the Services, and any other services which we provide to our customers, we may from time to time:

(a) Suspend, close down or restrict the whole or any part of the Services in order to carry out emergency or other repairs, maintenance and/or improvements or to prevent overload of the network or to preserve the safety, security or integrity of the Services and any Internet traffic conveyed (although we will give you as much notice as is reasonably practicable before doing so and will endeavor to carry out such works during the relevant scheduled maintenance periods as published by us); and/or

(b) Give you instructions on how to use the Services. You agree to comply with any instructions we may give you in accordance with this Clause.

(c) We will notify you as soon as possible if either we or our agents, employees representatives or anyone else involved in providing the Services and/or the Equipment, require access to your premises, to install the Services and/or the Equipment or to carry out repairs, maintenance or upgrades. Where such notice is received by you, you agree to grant us and/or such other persons referred to, access to your premises. We will meet your reasonable requirements, and you agree to meet ours, concerning the safety of people on your premises.

(d) Acuity Unified Communications Limited. reserves the right to suspend any/all services until such time as full payment has been made. Non-payment of an overdue account may result in the suspension of all services.

3.7 Services & Goods. All services and goods supplied by Acuity Unified Communications Limited. including domain names which may be registered in the actual name of a third party remain the property of Acuity Unified Communications Limited. until full and final payment has been made to Acuity Unified Communications Limited.

Service Level Agreement

3.8 Where the Service originates from Acuity Unified Communications Limited and is delivered to the customer, the Service will be available for not less than 99.9% of each calendar month. Availability will be calculated and reported in accordance with the rules set out below. If in any calendar month Acuity Unified Communications Limited does not meet this standard of availability, we will compensate the customer. The amount of compensation will be determined in accordance with the rules set out below. Acuity Unified Communications Limited will provide this compensation by making further services or discounts available to you up to the amount of compensation at the applicable rate. This compensation will be the limit of our liability for the non-availability of the Service. Where IPPBX is installed this availability rating only applies to where Acuity Unified Communications Limited has provided the required network circuits.

4. Term

This agreement shall subsist for the INITIAL TERM sometimes referred to as the MINIMUM TERM and will automatically renew for a further term of 12 months unless terminated by no less than sixty (60) days notice in writing by either party to the other



before the end of the INITIAL TERM. In the case of UC IPPBX this initial term is 36 months from date of purchase. In the case of Hosted PBX this Initial term is 36 months.

Cancellation of service must be given in writing 60 days before service is due for renewal. If cancellation is not received in writing within 60 days of renewal then the customer will be liable for the full 12 month renewal fee.

5. Usage

5.1 Improper Use. The CUSTOMER shall use it's reasonable endeavors to ensure that nothing is transmitted by or on behalf of the CUSTOMER or using the CUSTOMER's equipment through the SERVICE or downloaded in violation of any UK or International law, regulation or treaty or Acuity Unified Communications Limited's ACCEPTABLE USE POLICY or in breach of the intellectual property or rights of any person. The CUSTOMER shall fully and effectually indemnify Acuity Unified Communications Limited from and against all loss, liability, damages, costs and expenses which Acuity Unified Communications Limited may incur in relation to any breach by the CUSTOMER of its obligations under this clause. The CUSTOMER acknowledges that, by the nature of the SERVICE being provided, information and material downloaded or used by the CUSTOMER will be kept, whether permanently or temporarily, on Acuity Unified Communications Limited's equipment. The CUSTOMER shall at all times ensure that such information and material complies with the laws of all applicable jurisdictions and shall keep Acuity Unified Communications Limited fully and effectually indemnified from and against all costs, claims, liabilities and demands relating to or arising from:

- (a) any breach by the customer of this clause 5.1; or
- (b) any criminal or civil legal action brought against Acuity Unified Communications Limited.
- (c) as a result of Acuity Unified Communications Limited's storage of such information or material.

A breach of this clause and/or Acuity Unified Communications Limited's ACCEPTABLE USE POLICY will also be grounds for Acuity Unified Communications Limited. to terminate this AGREEMENT without notice and with immediate effect, at Acuity Unified Communications Limited's discretion.

5.2. Offending Material. Without prejudice, to any other right, Acuity Unified Communications Limited. shall be entitled to disable the SERVICE or any other part of it immediately and without notice or to take such action as it may in its discretion think appropriate to ensure that any material which Acuity Unified Communications Limited. in its reasonable opinion considers to offend the principles set out in Clause 5.1 is not capable of being transmitted or down-loaded. Acuity Unified Communications Limited. shall not however be obligated to take, or consider whether it should take any such action. Acuity Unified Communications Limited. shall inform the CUSTOMER of any such action and the reasons for the same.

5.3 Customer-Only Traffic. The right to use the SERVICE is limited to the CUSTOMER, and those members of its staff and others engaged by the CUSTOMER to perform work

for the CUSTOMER.

5.4 International Bandwidth. The CUSTOMER acknowledges that Acuity Unified Communications Limited. has no direct control over the availability of bandwidth over the entirety of the Internet and that while it will use such endeavours as Acuity Unified Communications Limited., in its absolute discretion deems appropriate to facilitate the SERVICE at all times. Acuity Unified Communications Limited. shall not be responsible for delays caused by overuse or lack of such bandwidth.

5.5 ACCEPTABLE USE POLICY. Acuity Unified Communications Limited. reserves the right to make reasonable amendments to the ACCEPTABLE USE POLICY from time to time, effective upon notice to the CUSTOMER of such changes VIA our web site found at www.acuityunifiedcomms.co.uk

CUSTOMER Equipment and Network

6.1 The CUSTOMER agrees that from the START DATE, it will have available all necessary CUSTOMER equipment for which it is responsible, to allow effective installation and continuation of the SERVICE.

6.2 It is the sole responsibility of the CUSTOMER and not Acuity Unified Communications Limited. to provide security with respect to and of the CUSTOMER's facilities or the facilities of others. The CUSTOMER shall be solely responsible for maintaining user access security and network access.

6.3 Planned outages

All work for the purpose maintenance or support as part of Planned Outages will take place outside Business Hours. Planned Outages will be notified to you wherever possible on 5 days prior notice unless otherwise agreed.

6.4 Availability

Availability is calculated at the end of each month in accordance with the following formula:

$$A = T - D$$

Where:

"A": means the Availability of the Service (expressed as a percentage).

"D": means Downtime in the respective month - (expressed in minutes).

"T": means the Total Number of Service Minutes in the respective month.

6.5 Calculation of Downtime

Downtime is calculated from the time of notification of a fault by either customer or Acuity Unified Communications Limited., and ends when the Service is restored to full working order as determined and certified by us. However, downtime is to be disregarded to the extent it is attributable to customer failing to keep equipment in standard office environment levels of humidity and temperature, or to any other abuse, misuse or modification of equipment or software by customer.

6.6 Compensation Calculations

If availability falls below the guaranteed levels in any particular month then we shall credit customer by reference to the following table.

Monthly Network Availability Reimbursement of Monthly Service / Maintenance Fee

97.00 - 99.90%= 2%

95.00 - 96.99%= 5%

90.00 - 94.99%= 7%

Under 89.99%= 15%

7. Domain Name and Network Number – where applicable

7.1 Acuity Unified Communications Limited. shall apply on behalf of the CUSTOMER for one domain name only, if requested, for all services. Acuity Unified Communications Limited. shall cover all the charges incurred from the managing organisation in charge of the domain name for the duration of the SERVICE. If the CUSTOMER so requests, Acuity Unified Communications Limited. shall apply for additional domain names at an additional cost per domain name. All costs incurred in applying for such additional domain names shall be for the account of the CUSTOMER.

7.2 Acuity Unified Communications Limited. will route IP addresses that were previously assigned to the CUSTOMER only if those addresses were assigned to the CUSTOMER directly and not through another Internet Service Provider. Acuity Unified Communications Limited. will not be held responsible if other Internet Service Providers refuse to accept these addresses. Acuity Unified Communications Limited. shall assign new or additional TCP/IP addresses as requested by the CUSTOMER upon being provided with satisfactory documentation justifying the need for those addresses. The documentation must be in accordance with the policies set forth by RIPE. In certain circumstances, it may be necessary for TCP/IP addresses to be approved by RIPE, and in such cases those addresses are only assigned for the duration of the SERVICE and become invalid at such time as Acuity Unified Communications Limited. no longer provides the SERVICE to the CUSTOMER. Acuity Unified Communications Limited. shall not be responsible for any decision made by RIPE. When Acuity Unified Communications Limited. assigns addresses to the CUSTOMER, a temporary extension (usually thirty (30) days after the end of the SERVICE) may be granted at Acuity Unified Communications Limited's sole discretion. After termination

or after such period (if any) those TCP/IP addresses may be reassigned to other customers by Acuity Unified Communications Limited. If the CUSTOMER wishes to apply for addresses that will subsist beyond the duration of the SERVICE, it must do so directly to RIPE. Any decision by RIPE or by another Internet Service Provider relating to TCP/IP addresses is the responsibility of RIPE or of that other Internet Service Provider and Acuity Unified Communications Limited. Acuity Unified Communications Limited. accepts no responsibility for such decision.

7.3 Acuity Unified Communications Limited. has no control over the availability of domain names and accepts no responsibility for the availability of any domain name.

7.4 In respect of any actions taken by Acuity Unified Communications Limited. pursuant to this clause 7, Acuity Unified Communications Limited. may levy additional charges on the CUSTOMER as agreed in advance.

8. Historical Archive and backup -where applicable

While Acuity Unified Communications Limited. backs up its servers and computers as a regular part of its internal systems administration, Acuity Unified Communications Limited. does not guarantee any storage or backup of CUSTOMER data; however separately Acuity Unified Communications Limited. does offer such services, for additional fees.

9. Service Pricing

9.1 Service Pricing. The CUSTOMER shall pay fees to Acuity Unified Communications Limited. as specified on the SERVICE ORDER FORM / SERVICE ORDER SUMMARY FORM /CUSTOMER ORDER FORM. Such fees may be varied by Acuity Unified Communications Limited. from time to time with the prior agreement of the CUSTOMER. Acuity Unified Communications Limited. agrees not to increase the prices it charges, other than those charges that are variable and dependent on wholesale call charge rates to the CUSTOMER during the INITIAL TERM. The customer acknowledges that it has read and agreed the fees on the SERVICE ORDER FORM. All fees are exclusive of any applicable VAT which are chargeable in addition at the then current rate.

9.2 Initial Commitment. Upon execution of this AGREEMENT, the CUSTOMER's fees shall include without limitation the following (save where otherwise specified):

- (1)Acuity Unified Communications Limited's set up fee(s), upgrade fee(s) (as applicable);(payable with order);
- (2)Acuity Unified Communications Limited's service fees for the INITIAL TERM (including any options selected by the CUSTOMER on the SERVICE ORDER FORM); and payable in increments as specified on the ORDER FORM.
- (3)Domain Name Charges (as applicable)
- (4)Equipment Lease Fees (as applicable)
- (5)Equipment Purchase Charges (as applicable)

The fees for the INITIAL TERM whether paid or payable, are non-refundable. They are independent of the amount of traffic or systems access by the CUSTOMER.



9.3 Invoicing. Acuity Unified Communications Limited. (or the AGENT on Acuity Unified Communications Limited's behalf) will invoice and the CUSTOMER shall pay Acuity Unified Communications Limited's set up fee and any other one off fees (including any options selected on the SERVICE ORDER FORM) immediately upon the execution of this AGREEMENT (at Acuity Unified Communications Limited's sole option the CUSTOMER will also pay the fee for the first billing period upon execution of the AGREEMENT) and shall pay the fee for the first billing period of the service immediately upon the START DATE, subject to satisfactory credit checking results. Should the CUSTOMER fail the Acuity Unified Communications Limited. credit checking procedure, the CUSTOMER shall be pro-forma invoiced immediately for Acuity Unified Communications Limited's set up fee and any other one off fees and the fee for the first billing period (including any options selected on the SERVICE ORDER FORM). The AGREEMENT will be executed upon receipt of payment in full of this pro-forma invoice.

Acuity Unified Communications Limited. (or the AGENT on Acuity Unified Communications Limited's behalf) will invoice subsequent periods of SERVICE separately to the CUSTOMER. Payment is due within seven (7) days from the date of issue of the invoice and collected via Direct Debit on the due date. Late payment of invoices will result in interest being charged at 2% above the then current Barclays Bank base rate.

9.4 Set Off.

Notwithstanding any other provision of this AGREEMENT, Acuity Unified Communications Limited. shall be entitled to set-off against an amount due for payment by any entity controlled by, controlling or under common control with the CUSTOMER.

9.5 Acuity Unified Communications Limited. Equipment. The CUSTOMER is responsible for any Acuity Unified Communications Limited equipment located at its premises and will only use the Acuity Unified Communications Limited equipment and any associated software in accordance with any instructions and/or software license provided from time to time. The CUSTOMER may not add to, modify or in any way interfere with the Acuity Unified Communications Limited's equipment and Acuity Unified Communications Limited will not be liable for any repairs of the Acuity Unified Communications Limited's equipment other than those arising as a result of its normal and proper use. The CUSTOMER will insure any Acuity Unified Communications Limited's equipment located on its premises from all risks equal to the full replacement value of the equipment.

10. Termination.

10.1 For Non-payment. If any Acuity Unified Communications Limited. invoice remains unpaid thirty (30) days after its due date, Acuity Unified Communications Limited. may without further notification or prejudice to any other remedy, suspend or disable the SERVICE or, at its option, terminate this AGREEMENT.

Termination for non-payment shall not relieve the CUSTOMER of its responsibilities under this AGREEMENT, including the responsibility to pay all fees up to the date of

termination.

10.2 For Default. Either party may terminate this AGREEMENT at any time if the other materially breaches this AGREEMENT and in the case of a breach capable of remedy fails to remedy the breach within thirty (30) days of a notice requiring the breach to be remedied.

10.3 INSOLVENCY. Where one party suffers an INSOLVENCY event, then the other may, without prejudice to any other right or remedy, terminate this AGREEMENT.

Where the CUSTOMER suffers an INSOLVENCY event, and this occurs during the INITIAL TERM, the CUSTOMER shall be liable for the balance of payments outstanding for the first year.

11. Additional Service Terms.

11.1 Customer provided equipment. To enable Acuity Unified Communications Limited. to provide the SERVICE, the CUSTOMER agrees to abide by Acuity Unified Communications Limited's prior agreed recommendations and specifications regarding the existence, configuration and maintenance of equipment used by the CUSTOMER (if any), the software used by the CUSTOMER and cabling required to integrate the CUSTOMER's host or local area network (LAN) into Acuity Unified Communications Limited's network or into the ADSL / Dedicated Internet Service . The CUSTOMER's equipment must comply with the relevant portions of such recommendations and specifications. Such recommendations and specifications, if any, are given solely for the protection of Acuity Unified Communications Limited's equipment and not the CUSTOMER's and the CUSTOMER may not therefore rely upon such recommendations and specifications in the design, maintenance or service of the CUSTOMER's equipment or system.

11.2 Support. Acuity Unified Communications Limited's helpdesk will provide reasonable telephone support on problems experienced by the CUSTOMER in relation to the SERVICE. Requests for advice and assistance can be sent to support@acuityunifiedcomms.co.uk

12. USE OF SERVICE

12.1 Under no circumstances will the storage and transmission of pornographic materials in any form what so ever be allowed through or on Acuity Unified Communications Limited's servers and data transmission cables. The term pornographic materials is purely at the discretion of the Directors of Acuity Unified Communications Limited. and their decision in such matters is full and final.

12.2 The customer accepts sole liability for any material including but not restricted to, data, graphic, photo supplied to Acuity Unified Communications Limited. which is subject to copyright or is judged to be of an unlawful nature or is judged to be in violation of UK or international law or regulation.

12.3 The customer acknowledges that the service may only be used for lawful purposes any information including but not restricted to, graphic, image, photograph, text in violation of any UK law or regulation including but not restricted to material which is

obscene, indecent, judged to be unlawful in the UK and or abroad, threatening, damaging (to include transfer of computer virus), copyright, trade secret, is prohibited whether or not the customer was aware of the content, material and or the laws pertaining to the material.

12.4 The purpose of the services provided to you the customer by Acuity Unified Communications Limited. are for the transmission of voice calls, data and accessing the internet, this means that the space provided on Acuity Unified Communications Limited. Internet network must not be used as an FTP area for the transmission of demo software and other high bandwidth applications, these applications are at the discretion of the Directors of Acuity Unified Communications Limited. and their decision in such matters is full and final.

12.5 Acuity Unified Communications Limited. reserve the right to limit the transfer of data if such transfer of data are deemed to cause high traffic demands by way of download of files whether through the size of file and or the number of users of a particular service. The customer acknowledges their obligation to inform Acuity Unified Communications Limited. of the exact nature of files by size, type, content and understand that a surcharge may be levied for the additional bandwidth required to accommodate the traffic, the customer has the right under these conditions to terminate the service contract and an appropriate refund will be made which will be a percentage of the initial invoice minus admin charges.

12.6 The customer acknowledges that they shall be solely responsible for any violation of UK law with regard to the remote loading of information of any kind onto the Acuity Unified Communications Limited. server/computer, to view, download to and or by a third party, Acuity Unified Communications Limited. will retain the right to suspend and or terminate any remote service which they deem to be in breach of UK law or is of a nature which may be damaging, threatening or judged to include but not restricted to material which is obscene, indecent, libelous, subject to copyright whether or not the customer was aware of the content or the laws or regulations pertaining to it both in the UK and Internationally.

12.7 The customer acknowledges sole liability with regard to any claim by third parties alleging any infringement of rights of any kind due to transmission of any information to view by the customer and shall include any infringement of rights under UK and International law and or regulation and as such agree to pay to Acuity Unified Communications Limited. any costs incurred in the defence of any action brought against them by a third party arising from such claims.

12.8 Knowledge of the Internet - The Customer agrees to obtain a basic knowledge of the Internet and its operating principles and procedures.

12.9 Improper Uses - The Customer will avoid violation of certain generally accepted guidelines on Internet usage such as restrictions on mass mailings, mass advertisements, pirating or copying of software, mail bombing or other methods of attempting to deny service or access to other users, and attempts to violate security.

12.10 Security

The Customer is required to protect the security of its Internet account and usage. The



Customer's security policies and procedures, their implementation and their connection to the Internet are the Customer's responsibility. The Customer will treat its password as private and confidential and will not disclose or share it with any third parties. Any packet filtering services provided by Acuity Unified Communications Limited. provide a base level of protection and cannot be considered to render comprehensive security of any kind. The customer is responsible for securing its own enterprise network via its own security policies and procedures.

12.11 Service Level.

The customer can apply for SERVICE credits for SERVICE disruptions or failures in accordance with the Acuity Unified Communications Limited SLA for the Service. This shall be the sole remedy available to the CUSTOMER for service disruptions or failures.

13. Network Infrastructure

From time to time Acuity Unified Communications Limited. may upgrade its network infrastructure. This may require the CUSTOMER to upgrade some of its equipment if the SERVICE is to be continued. In that event, the CUSTOMER agrees to make within thirty (30) days such reasonable upgrades to its hardware or software as Acuity Unified Communications Limited's technical staff may from time to time reasonably specify by written notice to the CUSTOMER. Acuity Unified Communications Limited. shall not be responsible for degradation of or disruption to the SERVICE if the CUSTOMER does not make the required upgrade.

14. Limited Warranty

14.1 Subject to Clause 3, Acuity Unified Communications Limited. warrants that the SERVICE will not be substantially different from any written description of the SERVICE previously supplied by Acuity Unified Communications Limited. to the CUSTOMER.

14.2 Responsibility. The CUSTOMER is responsible for assessing its own commercial needs, how the service relates to the CUSTOMER and how the CUSTOMER should use the SERVICE. The CUSTOMER warrants that it is familiar with services of this type and that it understands the level of service to be provided and the implications for the CUSTOMER's own business of the choices which the CUSTOMER made when completing the SERVICE ORDER FORM. Acuity Unified Communications Limited. makes no warranty as to the value of the SERVICE in the CUSTOMER's business or the results to be obtained from the use of the SERVICE.

14.3 Information. The CUSTOMER is solely responsible for the use of any information or other material obtained through the SERVICE. Acuity Unified Communications Limited. specifically excludes any responsibility for the accuracy or quality of any information obtained through the SERVICE, or that any other material obtained through the SERVICE may be used in any way by the CUSTOMER without infringing the rights of any third parties. The CUSTOMER further acknowledges that these matters are outside the control of Acuity Unified Communications Limited.

15. Limitation of Liability; Limited Liability.

15.1 Any liability arising from, including but not restricted to damages caused or allegedly caused by any failure to provide the agreed service, error, omission, interruption of service and or delay of transmission of service, loss of electronically stored information due to, theft, fire, destruction, or by means of unauthorised access to electronic information stored on Acuity Unified Communications Limited. equipment or third party providers utilised By Acuity Unified Communications Limited., shall be restricted to a maximum 50% of the amount paid by the customer for the service/s provided by Acuity Unified Communications Limited. or agent of Acuity Unified Communications Limited. minus administration costs.

LIABILITY

15.2 You agree that, in view of their nature, your use of the Services is at your sole risk. Whilst we will endeavour to ensure that the Services are of a high quality, neither we nor any of our agents, contractors, licensees, employees or information providers involved in providing the Services, give any guarantee that the Services will be uninterrupted or free from error. Where necessary for commercial, technical, or other reasons:

(a) a network or service provider connected to the Services may suspend or terminate its connection to the Services; and

(b) the Services may suspend or terminate their connection to another network or service provider.

15.3 You agree that any such suspension or termination referred to above will not constitute a breach by us of the Agreement and that the Services are provided on an "as is" basis without guarantee of any kind.

15.4 You further agree that we will not be held liable for any costs, expenses, losses, damages or other liabilities (howsoever arising) which you may incur as a result of a suspension of the Services in accordance with Clause 3.6(a) above.

15.5 You acknowledge that the Internet is separate from the Services and that use of the Internet is at your own risk and subject to any applicable Laws. We have no responsibility for any goods, services, information, software, or other materials which you may obtain from a third party when using the Internet.

15.6 Neither we, nor any of our agents, contractors, licensees, employees and information providers, involved in providing the Services, are able to control the content of the Internet. You, therefore, agree that we shall not be held responsible for the publication, transmission, or reception of any defamatory material or information of any kind, other than information which is inserted by us. You specifically acknowledge that we have given no warranties as to the quality, content, or accuracy of information received through, or as a result of the use of, the Services.

15.7 You agree and acknowledge:

(a) that you are in a better position than us to foresee and evaluate any potential damage or loss which you may suffer in connection with the Equipment and/or the Services and/or any other service provided to you under the Agreement;

(b) that we cannot adequately insure our potential liability to you; and
(c) that the sums payable by you under the Agreement have been calculated on the basis that we shall exclude liability in accordance with the Agreement.

15.8 In no circumstances whatsoever will we be liable to you (whether in contract, or for breach of duty, or negligence or otherwise) for any indirect, incidental or special loss or damage or any loss of business or of contracts, profit, opportunity, goodwill, reputation, or anticipated savings, or for any loss or corruption of data which arises out of or in connection with any use of, or inability to use, the Services and/or the Equipment.

15.9 In any event:

(a) Our liability to you for any failure of the Services or other event in any Minimum Cancellation Notice Period shall not exceed 50% of the Charges payable in respect of such Minimum

Cancellation Notice Period.

(b) Our aggregate liability to you of any sort (including for breach of contract and negligence) in connection with this Agreement shall not exceed the amount of Charges paid by you to us in accordance with this Agreement.

15.10 Nothing in this Agreement will limit our liability under Part I of the Consumer Protection Act 1987 or for death or personal injury caused by our negligence.

The headings in these conditions are intended for reference only and shall not effect their construction.

DEFINITION OF Acuity Unified Communications Limited. RESPONSIBILITY

15.11 Connection - Acuity Unified Communications Limited. provides the Customer with a connection to the Internet through its equipment and facilities. Information which passes to or from the Customer over the Internet passes through equipment and facilities which Acuity Unified Communications Limited does not own and has no control over. Acuity Unified Communications Limited. does not provide, exchange or monitor data or information on the Internet. Thus, it follows that: Content - Other than "packet filtering" at the customer's request on an Acuity Unified Communications Limited. provided router or firewall, which will deny entry to unregistered, addressed packets, Acuity Unified Communications Limited. does not check, scan or verify content of information and data transmitted on the Internet. Acuity Unified Communications Limited. does not make judgments with regard to appropriateness of material for transmission, or guarantee the nature, content, truth, accuracy or reliability of such material.

15.12 Security - Acuity Unified Communications Limited. does not warrant or guarantee the security or confidentiality of any such information or data.

15.13 Opinions - Acuity Unified Communications Limited. takes no opinion and

expresses no views on the nature or content of any such information or data.

Without prejudice to the express warranties contained in clause 14 above and to the maximum extent permissible in law, all conditions and warranties which are to be implied by statute or otherwise by general law into this AGREEMENT or relating to the SERVICE are hereby excluded.

15.14 The following provisions in this clause 15 set out Acuity Unified Communications Limited's entire liability (including any liability for the acts and omissions of its employees, agents or sub-contractors) to the CUSTOMER in respect of:

15.14.1 a breach of Acuity Unified Communications Limited's contractual obligations;

15.14.2 a tortious act or omission for which Acuity Unified Communications Limited. is liable;

15.14.3 an action arising out of a misrepresentation by or on behalf of Acuity Unified Communications Limited.; arising in connection with the performance of this AGREEMENT or out of an act done or omission made as a consequence of the entry into by Acuity Unified Communications Limited. of this AGREEMENT.

15.15 Subject to clauses 15.6 and 15.7, the total liability which Acuity Unified Communications Limited. shall owe to the CUSTOMER and in respect of all claims shall not exceed the then current annual fee for the SERVICE.

15.16 The CUSTOMER acknowledges that the Acuity Unified Communications Limited. network has not been designed for use in circumstances where its failure could cause pure economic loss, loss of profit, loss of business or like loss.

15.17 Acuity Unified Communications Limited. shall in no circumstances be liable to the CUSTOMER, whether in tort or otherwise, for loss, whether direct or indirect, of business, revenues, profits, anticipated savings or wasted expenditure or for any indirect or consequential loss whatsoever, or for the acts or omissions of other providers of telecommunications services or for faults or failures in their apparatus.

15.18 Acuity Unified Communications Limited. shall in no circumstances (whether before or after termination of this AGREEMENT) be liable to the CUSTOMER for any loss of or corruption to data or programs held or used by or on behalf of the CUSTOMER and the CUSTOMER shall at all times keep adequate back up copies of the data and programs held or used by or on behalf of the CUSTOMER.

15.19 Notwithstanding anything to the contrary herein contained Acuity Unified Communications Limited's liability to the CUSTOMER for:

15.19.1 death or personal injury resulting from the negligence of Acuity Unified Communications Limited. or its employees, agents or subcontractors;

15.19.2 damage suffered by the CUSTOMER as a result of a breach by Acuity Unified Communications Limited. of the condition as to title or the warranty as to quiet possession implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; and

15.20 The exclusions from and limitations of liability set out in this clause 15 shall be

considered severable. The validity or unenforceability of any one clause, sub-clause, paragraph or sub paragraph of this clause 16 shall not affect the validity or enforceability of any other part of this clause 15.

15.21 The provisions of this clause 15 shall survive the termination of the whole or a part of this AGREEMENT.

16. General Terms

16.1 Breaching of these terms and conditions in any form will allow the Director of Acuity Unified Communications Limited. to terminate the contract between you the customer and the company trading as Acuity Unified Communications Limited., monies outstanding or owed to either parties will be decided by the Directors of Acuity Unified Communications Limited. and their decision in such matters will be full and final.

16.2 Use of Acuity Unified Communications Limited. services and goods including domain names constitutes acceptance of these terms and conditions. All services provided are stipulated on this invoice, if any additions advertised or inferred by Acuity Unified Communications Limited. or an agent of Acuity Unified Communications Limited. do not appear in writing on this invoice then Acuity Unified Communications Limited. must be informed in writing by you the customer within 14 days.

16.3 Assignment. The CUSTOMER cannot sell, transfer or assign its rights or obligations under this AGREEMENT without the written consent of Acuity Unified Communications Limited. No such assignment, even if consented to, shall relieve the other party of its obligations under this AGREEMENT prior to the date of such assignment.

16.4 Waiver. The waiver or failure of either party to exercise any right provided for in this AGREEMENT shall not be deemed a waiver of that or any other right in this AGREEMENT.

16.5 Invalidity. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this AGREEMENT will remain in full force and effect.

16.6 Whole AGREEMENT. This AGREEMENT, together with any document expressly referred to in any of its terms especially the Acuity Unified Communications Limited Master Services Agreement, contains the entire AGREEMENT between the parties relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between the parties in relation to such matters. No oral explanation or oral information or e-mail given by any party shall alter the interpretation of this AGREEMENT. The CUSTOMER confirms that, in agreeing to enter into this AGREEMENT, it has not relied on any representation save insofar as the same has expressly in this AGREEMENT been made a representation and agrees that it shall have no remedy in respect of any misrepresentation which has not become a term of this AGREEMENT save the agreement of the CUSTOMER contained in this Clause shall not apply in respect of any fraudulent or negligent misrepresentation whether or not the same has become a term of this AGREEMENT.

16.7 Notices. Notices sent pursuant to this AGREEMENT shall be in writing and may be delivered by hand or sent by post or faxed with hard copy confirmation by post to the

recipient at its address shown on the SERVICE ORDER FORM or at such other address as may be notified in accordance with this clause or, in the case of a company, to its registered office. Notices hand delivered or faxed shall be deemed received on delivery and those posted on the second working day after they are posted.

16.8 Headings. The headings shall be disregarded in construing this AGREEMENT.

16.9 Law. This AGREEMENT shall be governed by English Law. The parties submit to the non exclusive jurisdiction of the English courts.

16.10 Capacity. Both parties acknowledge that they have read and understood this AGREEMENT and agree to be bound by its terms.

16.11 Representations. The parties acknowledge that in entering into this AGREEMENT they have not relied upon any representations other than those reduced to writing in this AGREEMENT. The provisions of this clause 16.9 shall not apply in the case of any fraudulent misrepresentation.

16.12 FORCE MAJEURE. Neither party shall be liable for any breach of this AGREEMENT due to any cause beyond its reasonable control (save obligation in respect of the payment of monies) including but not limited to Acts of God, inclement weather, flood, lightening or fire, industrial action, act or omission of government, or other competent authority, riot, war or act or omission of any other party for whom that party is not responsible ("an event of FORCE MAJEURE").

16.13 Data Protection. The CUSTOMER hereby consents that any CUSTOMER information ("Data") collected by Acuity Unified Communications Limited. in the fulfilment of this AGREEMENT (including but not limited to Data collected during order processing, delivery, installation, support and maintenance of the SERVICE) may for the purposes of fulfilling the contract be processed by Acuity Unified Communications Limited. its provisioning entities affiliates and agents both within and outside the European Economic Area, and outside the country or countries where the Data is collected.

These Terms and Conditions are susceptible to be changed / modified without notice.

Schedule 1

Service Level Agreement

Subject to the following provisions the Hosted IP Telephony Services / Hosted PBX / UC IPPBX shall be fully operational (with the ability to make and receive calls) for use at least 99.9% of all hours in each month. Services Interruptions that arise as a result of

Scheduled Maintenance are excluded from the calculation of the proportion of operational hours.

If, in any Month, Hosted IP Telephony Services / Hosted PBX / UC IPPBX availability falls below the levels detailed below you shall be entitled to claim and be paid service credits.

The Service Credit payable for Hosted IP Telephony Services availability is capped at 50% of the total monthly charges relating to that service for the month.

Availability is calculated at the end of each month in accordance with the following formula:

A = T – D Where:

"A": means the Availability of the Service (expressed as a percentage).

"D": means Downtime in the respective month - (expressed in minutes).

"T": means the Total Number of Service Minutes in the respective month.

6.5 Calculation of Downtime

Downtime is calculated from the time of notification of a fault by either customer or Acuity Unified Communications Limited., and ends when the Service is restored to full working order as determined and certified by us. However, downtime is to be disregarded to the extent it is attributable to customer failing to keep equipment in standard office environment levels of humidity and temperature, or to any other abuse, misuse or modification of equipment or software by customer. A fault is defined as a LOSS of the ENTIRE service and not the loss of a single extension. Loss of the entire service is the inability to make call connections via the Hosted PBX platform from ALL of the Acuity Unified Communications Limited telephone extensions installed at the CUSTOMER site that are supported under the terms of this agreement and as defined on the Customer Order Forms and Customer Requirement Forms.

6.6 Compensation Calculations

If availability falls below the guaranteed levels in any particular month then we shall credit customer by reference to the following table.

Monthly Network Availability Reimbursement of Monthly Service Fee

97.00 - 99.99%= 2%

95.00 - 96.99%= 5%

90.00 - 94.99%= 7%



Under 89.99%= 15%

Acuity Unified Communications Limited. Network Availability Service Level Guarantee

Acuity Unified Communications Limited's Network Availability Service Level Guarantee is that the

Acuity Unified Communications Limited network will be available 99.9% of the time. The Acuity Unified Communications Limited network is the combination of Acuity Unified Communications Limited. operated equipment, servers, circuits, and other data transmission facilities. Acuity Unified Communications Limited's network guarantee will be measured on the number of minutes that the Acuity Unified Communications Limited. network was not available as reasonably determined by Acuity Unified Communications Limited.

Tail Circuits / Dedicated Internet Access circuits.

In the event of a tail circuit failure (the circuit connection to the CUSTOMER) a discretionary credit may be made by Acuity Unified Communications Limited to the CUSTOMER providing that Acuity Unified Communications Limited. is able to secure an equivalent amount from the circuit provider. Credits for tail circuit failures are at Acuity Unified Communications Limited's sole discretion.

IPPBX

Where a customer has outright purchased the Acuity Unified Communications Limited IPPBX or UC IPPBX Acuity Unified Communications Limited maintains the equipment is fit for purpose. The Equipment (once full payment has been received by Acuity Unified Communications Limited) becomes the property of the customer. The customer has the responsibility to maintain the equipment in good order and to not do anything that could jeopardise the maintenance of the equipment. It is the customers sole responsibility to ensure the equipment does not get damaged and that any such damage is not the responsibility of Acuity Unified Communications Limited. The customer should make available a suitable place / location for the equipment to be installed and accepts that it is the customers responsibility to ensure this space is sufficiently safe from water ingress and other hazardous elements that have a detrimental effect on electronic equipment. The customer must ensure a 13am power socket is also made available to power the unit.

Acuity Unified Communications Limited will maintain the Acuity Unified Communications Limited IPPBX or Acuity Unified Communications Limited UC IPPBC where an Acuity Unified Communications Limited maintenance contract is in place and where no monies from the customer are outstanding.

Acuity Unified Communications Limited maintains that it will respond to any faults within 4 hours and fix fault within 8 hours. This fault fix response time is subject to the customer making available access to the equipment and that the fault is not related to

components attached to the equipment that are not owned or maintained by Acuity Unified Communications Limited.

Where a component failure within the IPPBX requires a replacement component Acuity Unified Communications Limited cannot be responsible for any loss of information or data resulting from the replacement of that component. The Customer is advised to keep regular back-ups of data held on the IPPBX or UC IPPBX. Acuity Unified Communications Limited can provide back-up services for an additional monthly service charge.

Claims

To receive the credit if any of the guarantees has not been met, the CUSTOMER must e-mail support@acuityunifiedcomms.co.uk within 30 days of the end of the month for which the credit is requested.

Exclusions

Network Unavailability will not include any unavailability resulting from:

- (a) Network maintenance
- (b) Circuits provided by telcos or common carriers
- (c) Any external Internet Service Provider or an Internet exchange point
- (d) Acts or omissions of CUSTOMER or an unauthorised user
- (e) Behaviour of CUSTOMER equipment, facilities or applications
- (f) Acts of god, civil disorder, natural cataclysm or other occurrences beyond the reasonable control of Acuity Unified Communications Limited.

SLA Coverage

CUSTOMERs are covered for the following Acuity Unified Communications Limited services:

ADSL

Dedicated Internet Access

Hosted PBX

Leased Line

On-site IPPBX / UC IPPBX where Acuity Unified Communications Limited network services are being used.

Schedule 2

Acceptable Use Policy Specific to Hosted Telephony / Hosted PBX / UC IPPBX /SIP Calling

The CUSTOMER acknowledges that Acuity Unified Communications Limited. provides the telecommunications network facilities underlying the SERVICE/s provided. The use of Acuity Unified Communications Limited's or its Carriers telecommunications network facilities is subject to the following terms, breach of which may result in suspension or termination of the end-user's right to use the SERVICE:-

1. The Acuity Unified Communications Limited network may only be used for lawful purposes. Transmission of any material through the Acuity Unified Communications Limited network, or use of any part of it, in violation of any UK law or regulation is prohibited. Such prohibited transmission might include, but is not limited to: copyright material, material legally judged to be threatening or obscene, material protected by trade secret, whether or not the end user was aware of the content of the material or of the relevant law.
2. The CUSTOMER shall be issued with a password to access the services and shall take all reasonable steps to keep such password private and confidential, and ensure that it does not become known to other persons. If the password becomes known to any other person the CUSTOMER will immediately inform Acuity Unified Communications Limited and the password shall be changed immediately be changed.

The CUSTOMER shall not knowingly use the service for transmission of computer viruses, for transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character, or which may cause annoyance, inconvenience or needless anxiety, or for the posting of any such material to bulletin boards or newsgroups in a manner which constitutes a violation or infringement of the rights of

any person, firm

4. The Acuity Unified Communications Limited network may be used by the CUSTOMER to access other networks world-wide and the end user agrees to conform to any acceptable use policies of Acuity Unified Communications Limited and any such other networks. In addition the CUSTOMER undertakes to conform to any published Internet protocols and standards. In the event that communications by CUSTOMER do not conform to these standards, or if the CUSTOMER makes profligate use other than in accordance with this AGREEMENT of the Acuity Unified Communications Limited network to detriment of Acuity Unified Communications Limited. or other Acuity Unified Communications Limited customers, Acuity Unified Communications Limited. reserves the right to restrict passage of the CUSTOMER communications until the CUSTOMER complies with such standards or protocol or provides undertakings acceptable to Acuity Unified Communications Limited. in respect of the CUSTOMER's future use.

In the provision that the end user is in breach of any provision of this schedule, Acuity Unified Communications Limited. shall be entitled to suspend services forthwith without notice.

Schedule 3

EMERGENCY SERVICES

Important information regarding Emergency Services 999 / 112 access

Specific Conditions on the Provision of Telephony Services and Emergency Calls forming part of the terms and conditions for the provision of Hosted PBX, Internet Telephony Services.

EMERGENCY CALL ACCESS

Emergency Calls Access shall only be supplied as per these terms and conditions and shall only apply, where you have elected to take Emergency Call Access. We shall use reasonable endeavours to convey Emergency Calls in accordance with these terms.

Subject to the provisions of these terms, Acuity Unified Communications Limited and

its carriers shall convey Emergency Calls to one of the relevant Carrier Emergency Centres 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, and being either from a geographic number range or from non-geographic number ranges 055,056, 03 or 08.

YOUR OBLIGATIONS

You shall provide to Acuity Unified Communications Limited or its carriers for the use of Carrier operators and Emergency Organisations, a non-mobile telephone contact number, manned 24/7, (i) for the provision/confirmation of your name and address details and (ii) for the tracing of the originated Emergency Call in order to identify the caller's location (where such tracing is technically possible).

By purchasing our Telephony Services / hosted PBX you confirm that you understand that our services:

- may sometimes be unavailable as a result of things over which we have no control, for example, the weather, power disruptions and failures of your internet service provider (ISP) or ADSL broadband connection and you understand that in such circumstances all services (including 999/112 public emergency call services) will also be unavailable;

For each Acuity Unified Communications Limited Hosted PBX extension or trunk that you utilise, you must register with Acuity Unified Communications Limited the physical location where you will be using the Service. Your initial location will be registered as a part of subscribing to the Acuity Unified Communications Limited services. It is your responsibility to maintain the accuracy of your location address via your online account if there are any changes or via Acuity Unified Communications Limited customer support if you prefer. If you do not update us with changes, it may or may not be possible for emergency operators and authorities to identify your location and phone number when you dial 999/112. When you dial 999/112 you will need to state your location and phone number promptly and clearly, as emergency operators and authorities may not have this information.

Emergency operators and authorities may or may not be able to identify your phone number in order to call You back if the call is unable to be completed, is dropped or disconnected, or if You are unable to speak to tell them your phone number and/or if the Service is not operational for any reason. Emergency operators and authorities may also not be able to hold your line open in the event that You hang up.

You agree to inform potential users of the Services of the above limitations and You understand and accept that you should always have an alternative means of accessing 999/112 emergency services.



If Acuity Unified Communications Limited suspends or terminates the Service You may NOT be able to dial 999/112. In the event that You do not have any remaining credit on your Acuity Unified Communications Limited account, You will still be able to make 999/112 calls.

Emergency calls outside of the United Kingdom

However, if you use your Acuity Unified Communications Limited Networks Hosted PBX Service outside of England, Wales, Scotland and Northern Ireland, you will not be able to call emergency services in the country where you are located.

Update your 999/112 Emergency Response Address

Your Acuity Unified Communications Limited Hosted PBX service is portable so it is important that you register the location of your device and keep it updated. This information should be visible to the Emergency Services so they can see what location assistance is required. You can make changes to your location information by contacting the Acuity Unified Communications Limited Support team.

Where you use your Acuity Unified Communications Limited Hosted PBX service in a fully nomadic manner - such as using a soft-phone on a laptop - we understand it may not be technically feasible to set the address of every location that you use the service from. In such cases you should be aware that the emergency operator will **NOT** know your location and you must provide this information to them verbally.

Power & Service Outages Can Prevent Access to 999/112 Emergency Services

999 / 112 Emergency Services and your Acuity Unified Communications Limited Hosted Service WILL NOT function during an electrical power or ADSL Internet Access provider outage, or a break in your dedicated Internet Access service or if your internet access is not allowing calls to pass over it or if your Acuity Unified Communications Limited Account has been suspended or terminated.

- It is highly recommended that you ensure that you have an alternative means of contacting the Emergency Services such as a mobile phone or a traditional, wired phone plugged into the PSTN.

N.B. It should also be remembered that in the case of a power failure, an ordinary DECT or wireless phone will also fail to work.

Schedule 4

SIP – Session Initiation Protocol – SIP Calling Services & Call Forwarding Services

This Schedule 4 forms part of the Acuity Unified Communications Limited - Terms and Conditions - Schedule for Hosted telephony, Hosted PBX, Unified Communications IPPBX services, SIP calling and Emergency Services 999 /112 access.

This Schedule and the Master Service Agreement for the provision of telephony services forms the contract for the service(s) supplied by the supplier to the customer.

The definitions in the Master Service Agreement shall apply to this Schedule unless expressly stated otherwise

Acuity Unified Communications Limited provides a number of services that are supported by the use of SIP. These services include the use of Hosted Telephony Handsets from customer sites to direct SIP or Call Forwarding connections to customer PBX's or Switches.

The use of SIP services for: audio, videoconferencing, interactive gaming, and call forwarding:

It is now mandatory for any call centre using auto-diallers to ensure that no more than 3% of calls made each day are 'abandoned' i.e. where a call is answered but not connected to a live operator within two seconds. Under sections 128-130 of the Communications Act 2003 (the "Act"), Ofcom is empowered to take enforcement action when it has reasonable grounds for believing that a person (either an individual or a legal entity) has persistently misused an electronic communications network or electronic communications service. A person misuses a network or service if the effect or likely effect of their behavior is to cause unnecessary annoyance, inconvenience or anxiety to another person.

Acuity Unified Communications Limited works on a 2% calls abandoned rate whereby Customers exceeding this percentage may have their service suspended.

In all cases the following terms and conditions apply to the use of SIP.

All customer using SIP services must have agreed calling plans in place. A calling plan is an agreed volume of minutes and agreed type of destination of the called minutes be it Local, National, Mobile or International.

In all cases a maximum amount of Minutes will be agreed for any given period.



Any customer exceeding the agreed Maximum Amount of agreed minutes can be suspended if prior overrun has not been authorised by a Company Director of Acuity Unified Communications Limited.

All Pre-agreed volumes must be covered by a corresponding customer deposit.

The use of Auto Diallers is strictly controlled by Acuity Unified Communications Limited and any such use has to be prior agreed and documented on the Customer Order Form with agreed volumes and agreed volume destinations.

All calling patterns are scrutinised and monitored to ensure the volume of failed connections does not exceed any OFCOM regulations governing the use of un-solicited calling to UK telephone numbers.

In all cases the Customer indemnifies Acuity Unified Communications Limited against all claims relating to the use of such services.

Credit limits are imposed on the use of high speed dialling applications to ensure Acuity Unified Communications retains sufficient customer monies to cover any forward monthly costs that would be incurred by Acuity to supply the Service. In some cases a Personal Guarantee by a Director of the Customer may be sought.

During any given period a minimum service charge exists. This is to cover the underlying cost of infrastructure to support the use of the service. If during a given period, usage charges do not exceed the minimum service charge then the minimum service charge will be payable in all cases.

You the customer agree that should you fail to meet the minimum charge you will not request a refund for any unused minimum charge credit. Unused credit will not roll over to the following month or any other period.

You the customer acknowledge and agree that you are not entitled to any refund in respect of any unused rental purchased during the contract or upon receipt from you of a cancellation of the Service. In addition, nothing in this Agreement shall relieve you of any liability to pay, and you shall be and remain responsible to pay, all charges for any calls or rentals made from your account for the SIP Service.

Acuity Unified Communications Limited cannot be held responsible for any failures out of our control including but not limited to if your service is lost or fails as a result of, power cuts/failure, flood, fire, riot, failure of third party suppliers, strikes, embargoes or changes in law or regulation or restrictions applied by Telecommunications Network Operators.



The services you take over your Internet Connection may also result in degradation or loss of service and Acuity Unified Communications Limited cannot be held responsible for your uploading or downloading of data over your Internet connection.

You the Customer accept that the quality of the calls is dependent on bandwidth usage and Acuity Unified Communications Limited cannot accept any responsibility for un-notified usage on the network that results in a degradation of service levels.

You the Customer accept that not all features that you would expect from a standard phone line will be available as part of a SIP service.

Acuity Unified Communications reserves the right to monitor the call traffic and call profiles to measure the percentage / volume of failed calls including Connected, Engaged, unknown numbers / abandoned calls (calls connected to the end customer but where no agent is available to talk).

You the Customer hereby indemnify Acuity Unified Communications Limited against any and all damages relating to the Customer abusing any OFCOM regulation and any misuse of the Do Not Call Lists managed by the UK Telephone Preference Service.

Tariff and Foreign Exchange

Customers based outside of the United Kingdom and where payment has been agreed in US Dollars or Euro's accept that Acuity Unified Communications Limited will convert any monies due at the prevailing exchange rate for billing purposes.

Where per minute billing is referred to and where a minute is billed in Pence Per Minute, Acuity Unified Communications Limited will convert the Pence Per Minute to the Foreign Currency at the prevailing exchange rate.

Acuity has a minimum 1 pence per call (£0.01) call set up charge for all connected calls.

Governing Law and Jurisdiction

This Agreement shall be governed, construed and take effect in all respects in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the English courts for the purpose of hearing and determining any dispute arising out of or in connection with this Agreement save that the Customer shall not object to the Supplier seeking enforcement of any resultant judgment in any court in any territory having jurisdiction over the Customer or its assets.