Service Schedule 6 – SIP Services

Additional Terms and Conditions applicable to SIP Services

1.   **Interpretation**

1.1   In addition to terms defined in the General Terms and Conditions, the following terms have the following meanings:

"**Act**"	means the Communications Act 2003.
"**Initial Term**"	unless a different period is specified in a Contract, means twelve (12) months from the Services Start Date.
"**Services**"	means the SIP trunking services to be provided by Knowall to the Client as set out in a Contract and further described in the Services Description.
"**Services Description**"	the description of the Services set out at [DESCRIPTION].
"**Services Start Date**"	means the date from which Knowall shall use all reasonable endeavours to ensure that the Services are available, as specified in a Contract.
"**SLA**"	means the service level agreement set out in the Appendix.
"**Support**"	means the provision of support by Knowall in accordance with the SLA.

2.   **Services**

2.1   Subject to earlier termination in accordance with the General Terms and Conditions or clause 6 below, Knowall shall use reasonable endeavours to provide the Services and the Support to the Client for the Initial Term and thereafter the Contract shall automatically renew for successive periods of 12 months (each a "**Renewal Period**") until either party gives written notice of termination to the other party at least thirty (30) days before the end of the Initial Term or the end of any Renewal Period, in which case the Contract expires at the end of the Initial Term or such Renewal Period (as applicable).

2.2   If Knowall (at its discretion) agrees to delay the Services Start Date at the Client's request, or the Services Start Date is not met as a result of the Client's delay or failure to fulfil its obligations under the Contract, the Charges for the Services shall still be payable from the original Services Start Date for that Service unless otherwise agreed in writing by the parties.

2.3   The Services Start Date shall be fixed, except:

2.3.1   if changed by agreement between the parties; or

2.3.2   where a delay is caused by the Client (including a delay by the Customer to provide information or assistance in accordance with clause 2.5); or

2.3.3   where a delay is caused by a failure or delay in obtaining any necessary wayleave consent(s); or

2.3.4   where a delay is due to an event of Force Majeure,

in which case the Services Start Date shall automatically be extended by a reasonable period and, in the case of clause 2.3.3, the Installation Charges may be increased by a reasonable amount having regard to the additional costs and expenses incurred by Knowall or its supplier.

2.4   Knowall shall be entitled to:

2.4.1   change the technical specification of the Services (provided that such changes do not materially affect the performance of the Services) where necessary for operational reasons, statutory or regulatory requirements;

2.4.2   require the Client to comply with instructions which Knowall believes to be necessary for health and safety reasons or for maintaining the quality of the Services;

2.4.3   make alterations to any Services (including without limitation conversions, shifts, reconfigurations and renumbers). Such alterations may result in disruption to the Services although Knowall will use reasonable endeavours to minimise any disruption to the Client. Knowall will give the Client as much notice as possible; and

2.4.4   change the configuration of the Network or the Services Equipment, or to change any applicable access code for receipt of Services, provided always that such change does not materially affect the the Services. Knowall shall use reasonable endeavours to give the Client at least thirty (30) days' notice of any such changes to access codes.

2.5   The Client shall provide such information and assistance in connection with the installation of the Services as Knowall or its supplier may from time to time reasonably require.

2.6   The Client may from time to time increase or reduce the number of SIP channels used in connection with the Services on not less than thirty (30) days' written notice to Knowall.

2.7   The Client acknowledges that using the Services to make calls to public emergency call services:

2.7.1   may not be possible in the event of a service outage caused by loss of connectivity to the internet; and

2.7.2   may result in emergency services personnel being unable to identify the Client's location and telephone number,

and agrees to ensure that a PSTN line is available for such calls.

2.8   Any Internet Protocol (IP) addresses assigned to the Client in connection with the Services shall be used solely in connection with the Services. If the Services are discontinued for any reason (including termination of the Contract), the Client's right to use the IP addresses shall immediately cease and the IP addresses shall be returned immediately to Knowall or its supplier. A breach of this clause 2.8 constitutes a material breach of the Contract.

3.   Client's obligations

3.1   The Client agrees that it shall not use the Services:

3.1.1   in a way that does not comply with the terms of any legislation or any codes of practice, regulations or any licence or authorisation applicable to the Client or that is in any way unlawful or fraudulent or to the knowledge of the Client has any unlawful or fraudulent purpose or effect;   '

3.1.2   in connection with (without prejudice to the generality of clause 3.1.1 above) the carrying out of fraud or a criminal offence against any other public electronic communications operator;

3.1.3   in a way that does not comply with any instructions given under clause 2.4;

3.1.4   in a way that in the reasonable opinion of Knowall or its supplier could materially affect the quality of any electronic communications service or other service provided by Knowall or any third party;

3.1.5   to make nuisance calls or to send unsolicited marketing messages (spam);

3.1.6   to threaten, harass, stalk, abuse, disrupt or otherwise violate or infringe the rights (including but not limited to copyright, rights of privacy and publicity) of others;

3.1.7   to ·obtain access, through whatever means, to notified restricted areas of the underlying Network;

3.1.8   to send and receive data in such a way or in such amount so as to adversely affect the Network (or any part of it) which underpins the Services or to adversely affect other customers of Knowall or of its suppliers;

3.1.9   to engage in conduct which amounts to improper or persistent misuse of a public electronic communications network or service within the meaning of sections 127 to 128 of the Act 2003; or

3.1.10   in a way which (in the reasonable opinion of Knowall) brings the name of Knowall or its suppliers into disrepute, or which places Knowall or its suppliers in breach of that Act.

3.2   The Client undertakes to ensure that all apparatus which is attached (directly or indirectly) to the Services will conform to all Applicable Laws and to the relevant standard or approval for the time being designated under the Act or the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 and any requirements or standards set out in the relevant service literature.

3.3   Where an A number is being presented, the Client:

3.3.1   confirms that it possesses all necessary permissions in respect of the lines in question; and

3.3.2   acknowledges that Knowall has the right to suspend the Services if it is subsequently found that the Client is in breach of clause 3.3.1; and

3.3.3   agrees to indemnify Knowall against any claims arising as a result of any such breach.

3.4   If the Services include Gamma's Presentation CU Service, which allows the Client to authorise voice traffic to be carried with a Presentation Number different from its underlying CLI or endpoint(s) (as these terms are defined in NICC ND 1016 available at http://www.niccstandards.org.uk/publications/public-net.cfm), the Client agrees to sign a statement in such form as Knowall or its supplier may from time to time prescribe.

4.   Charges

4.1   Knowall shall issue invoices for the Charges monthly in arrears.

4.2   The Client acknowledges that Knowall may from time to time vary the call rates used to calculate the Charges by giving the Client seven (7) days' prior written notice.

4.3   Charges are calculated by reference to:

(a)   data (CDRs) recorded or logged by Knowall or its supplier, and not to data recorded or logged by the Client; and

(b)   the number of SIP channel the Client uses from time to time.

5.   Warranties

5.1   Knowall shall use reasonable endeavours to ensure that the Services conform to any service descriptions set out, or referred to, in the Contract.

5.2   The Client warrants that it holds and shall continue to hold such licences and/or other authorisations as are required under any relevant legislation, regulation or administrative order, to receive the Services and to run and connect the Services Equipment to the Network. Knowall reserves the right to disconnect any Services Equipment where the Client has failed to comply with the provisions of this clause 5.2 and Knowall shall in no event be liable in respect of the Client's failure to comply with this clause 5.2.

6.   Termination

6.1   Knowall may terminate the Contract if Knowall or its supplier ceases to be authorised to provide the Services under the Act or is obliged to terminate the Contract in order to comply with an order, instruction or request of Government, an emergency services organisation, a court of law, tribunal or other competent administrative or regulatory body, including OFCOM and PhonepayPlus.

7.   Indemnity

7.1   The Client will indemnify, defend and hold harmless Knowall from and against any liabilities, actions, losses, damages, judgments, costs, claims or expenses incurred by Knowall or its supplier, or legal proceedings which are brought or threatened against Knowall or its supplier by a third party, in the event of the Client's breach of clause 3.1 or clause 5.2 above or clause 7.1 of the MSA.

1.   Helpdesk

1.1   Knowall will provide:

1.1.1   guidance and best practices for use of the Services; and

1.1.2   technical support to resolve any issue arising in connection with the use of the Services ("**Incident**"), between 08:30 and 18:00 on Business Days.

1.2   The Client can request support from Knowall in relation to an Incident:

1.2.1   by email at support@knowall.net; or

1.2.2   by telephone on [TELEPHONE NUMBER].

1.3   The Client acknowledges that Knowall will have no obligation to provide support in respect of any Incident caused by:

1.3.1   the improper use of the Services by the Client; or

1.3.2   any alteration to the Services made without the prior consent of Knowall,

and that any support or other assistance provided in relation to an Incident which falls within this clause will be chargeable by Knowall at its then-current professional services rates.

2.   Response times

2.1   Knowall will give each Incident a severity status in accordance with the following table:

Severity status	Criteria
Priority 1 – Critical Global	Global Issues, eg major server issues.
Priority 2 – Critical Local	Local User Issues, eg User unable to access services
Priority 3 – Local	Administration Issues, eg configuration changes, adding additional resources

2.2   Knowall will use all commercially reasonable efforts to respond to Incidents in accordance with the following table:

Severity status	Remote response	Onsite response
Priority 1 – Critical Global	Immediate	As agreed
Priority 2 – Critical Local	One (1) hour	As agreed
Priority 3 – Local	Four (4) Business Hours	N/A

3.   Service Level

3.1   Knowall will use all commercially reasonable endeavours to ensure that the Services are capable of connecting an inbound and outbound call 99.9% of the time ("**Services Availability**").

3.2   When calculating Services Availability, non-availability as a result of the following causes shall be disregarded:

3.2.1   outages resulting from WAN connectivity and LAN failures;

3.2.2   outages resulting from the Client's operating error;

3.2.3   power failures and other environmental factors outside of the control of Knowall or its supplier;

3.2.4   any scheduled down-time i.e. planned outages or Client-requested downtime;

3.2.5   failure or faults due to Client's existing data network, cabling or environment; and

3.2.6   partial failures of the application e.g. a particular problem with single extensions or a problem such that the majority of extensions are able to continue processing calls as normal.