



teammetallogic[®]

IT support that speaks your language

Unified Comms & Voice

Terms of Service

LET'S START WITH WHY...

Everyone has a **wider purpose** and for us it isn't just about technology.

We want to build **trust** and **understanding** with our clients so that we can become a **strategic partner** for IT & telecoms, **leading innovation** and enabling **mutual growth and success**.

Table of Contents

1. DEFINITIONS	4
2. HOSTED TELEPHONY SERVICES	6
2.1. Hosted Telephony Service Implementation	6
2.2. Customer Obligations for Hosted Telephony Services	8
2.3. Use of the Hosted Telephony Service	9
2.4. Termination of Hosted Telephony Services	9
2.5. Charges for Hosted Telephony Services	10
2.6. Security Services for Hosted Telephony	10
3. OUTBOUND SERVICES	11
3.1. Use of the Outbound Services	11
3.2. Line Rental for Outbound Services	11
3.3. Indirect Access for Outbound Services	12
3.4. Charges for Outbound Services	12
3.5. Limitation of the Outbound Services	13
3.6. Suspension of Outbound Services	13
3.7. Termination of Outbound Services	13
3.8. Consequences of Termination and Minimum Spend for Outbound Services	14
4. INBOUND VOICE SERVICES	14
4.1. Transfer of NGNs for Inbound Voice Services	14
4.2. Use of the Inbound Voice Services	14
4.3. Revenue Share for Inbound Voice Services	15
4.4. Anticipated Monthly Forecast and Anticipated Monthly Spend for Inbound Voice Services	16
4.5. Charges for Inbound Voice Services	16
4.6 Varying NGNs for Inbound Voice Services	17
4.7. Termination and Consequences of Early Termination of Inbound Voice Services	17
4.8. Premium Rate Regulator for Inbound Voice Services	17
5. GENERAL	18

These Service Specific Conditions for Unified Comms and Voice apply, in addition to the Team Metalogic Master Service Agreement (MSA) for the Customer's use of the following services:

- **Fixed Line Telephony**
- **Hosted Telephony**
- **SIP**
- **Lines & Calls**
- **Telecoms Support & Maintenance**

1. DEFINITIONS

All definitions from the MSA shall apply to these Service Specific Conditions for Unified Communications and Voice together with the following service specific definitions which shall have the meanings set out below:

"Acceptance" means acceptance by the Customer that the Installation Services have been properly performed in accordance with the MSA

"Anticipated Call Spend" means the Customer's anticipated average call spend for using the relevant Service each month of the term of the Agreement as specified in the Order and calculated using the Anticipated Monthly Minutes

"Anticipated Monthly Minutes" means the Customer's anticipated average number of inbound call minutes using the Inbound Voice Services during each month of the Agreement, as specified in the Order

"Authorisation" means Team Metalogic's authorisation to provide communications networks and Services pursuant to the OFCOM general authorisation regime

"BT" means British Telecommunications plc, company number 01800000 and all companies with its group of companies

"Call Charges" means charges which relate to calls made or received where supplied by Team Metalogic or one of its Suppliers, as specified in the Order

"Carrier" means the telecommunications network operator who is to provide to the Customer, on Team Metalogic's behalf, a physical telephone line and/or access to a telecommunications network

"Connection" means the date when Team Metalogic or its Third- Party Contractors connects the NGN to the Customer's telecommunications equipment

"Customer Network(s)" means the Local Area Network, network equipment, computer systems, and local cable infrastructure at the Customer Premises, to which the Service will be connected

"Hosted Telephony Services" means the Installation Services, Monitoring Services and/or Security Services to be provided to Team Metalogic subject to and in accordance with the Contract, as specified in the Contract

"Inbound Voice Services" means the provision to the Customer of an NGN to allow the routing of calls or any other Service provided by Team Metalogic by means of a Supplier's network and the provision of a Connection

"Indirect Access" means a method that allows the Carrier to identify call traffic as being routed by Team Metalogic, normally obtained by means of Carrier pre-selection, auto dialler equipment or identifying call traffic on a least cost routing basis

“Minimum Monthly Call Charges” means: (i) the average of the six highest month’s Call Charges incurred by the Customer under the Contract; or (ii) if the Customer has incurred less than six month’s Call Charges, the highest month’s Call Charges incurred by the Customer under the Contract; or (iii) if no call charges have been incurred by the Customer, the highest month of Anticipated Call Spend

“Minimum Monthly Line Rental” means the higher of: (i) the line rental specified in the Contract; or (ii) the average of the six highest month’s line rental charges incurred by the Customer under the Contract (or if the Customer has incurred less than six month’s line rental, the highest month’s line rental incurred by the Customer under the Contract)

“Monitoring Services” means those network monitoring services specified in the Contract which may include: (i) monitoring of critical network components and alerts to helpdesk; (ii) analysing maintenance faults and providing resolutions to maintenance faults; (iii) configuration and software image management; (iv) remote execution of requested configuration modifications; and (v) reporting faults found, faults resolved and details of network uptime “Monthly License User Fee” means the monthly user license fees for each user

“MSA” means Team Metalogic’s Master Services Agreement “NGN” means a telephone number for which the digit structure has no geographic significance for routing calls

“Outbound Services” means the provision of a voice telecommunications service via a telephone number which enables the Customer to make calls to local, national, international, mobile and/or non-geographic telephone numbers by means of Indirect Access or SIP, a line rental service for a telephone number and/or any other service provided by Team Metalogic by means of the Carrier’s network

“Premium Rate Regulator” means Phonepayplus or any successor body which regulates the use of NGNs

“Previous Service Provider” means a third party that provides the Customer with telecommunications equipment and/or services prior to Team Metalogic

“Revenue Share Agreement” means any agreement (if any) between the parties which is set out in the Order, pursuant to which Team Metalogic agrees to share with the Customer revenue received by Team Metalogic in respect of calls to an NGN

“Revenue Share Threshold” means (unless otherwise stated on the Order or agreed in writing by Team Metalogic) one thousand (1000) minutes of calls, which must be received in any given calendar month by the NGNs in order for revenue share payments to be made by Team Metalogic to the Customer under a Revenue Share Agreement

“Security Services” means those security services specified in the Contract which may include: (i) testing for unauthorised access using industry recognised software tools; (ii) penetration testing to attempt to gain access to the Customer’s system, data and/or other material other than through a recognised access method; (iii) testing for known vulnerabilities in system architecture configuration and/or software and hardware using industry-standard methodologies; and/or (iv) the provision of a written report on this testing;

“Service Demarcation Point” means the point(s) to which Team Metalogic will be responsible for maintaining the Hosted Telephony Service(s) being (unless stated otherwise in the Order): (i) the point up to the connection between the access circuit and the Services, managed by Team Metalogic’s session border controllers within the Network; or (ii) where Team Metalogic have supplied the access circuits with the Services, the point up to the Customer side port on the pre-configured Team Metalogic supplied router; or (iii) where Team Metalogic provide the access and the Installation Services and the Customer has purchased Equipment which is being

maintained by Team Metalogic pursuant to the Contract, the Equipment provided by Team Metalogic AND for the avoidance of doubt, where the Customer has an existing router or provides its own router, Team Metalogic shall not be responsible for the same;

"SIP" means session initiation protocol, used for controlling telecommunications sessions over internet protocol "Specification" means the specification of the Equipment or Services, as appropriate, which is set out or referred to in the Service Order and which may be further detailed in the PID "Total Minutes" means the aggregate number of minutes received by the NGNs during the hours specified in the Revenue Share Agreement or if no hours are specified, at any time.

2. HOSTED TELEPHONY SERVICES

2.1. Hosted Telephony Service Implementation

- 2.1.1. Following the completion of the surveys and, if required, the agreeing of the replacement Agreement, Team Metalogic will inform the Customer of the revised anticipated Start Date
- 2.1.2. Throughout the provision of the Implementation Period, Team Metalogic will need to communicate with named member(s) of the Customer's staff to arrange access to the Customer Premises. Those members of staff shall have the authority to make decisions relating to the Implementation Period and the Services generally on behalf of the Customer. The Customer acknowledges and accepts that any delays in the provision of access and/or the making of decisions may result in a delay in the Start Date and Team Metalogic will not be liable for any such delay
- 2.1.3. Without prejudice to the terms of the MSA, if the Customer fails to prepare the Customer Premises for either Team Metalogic or its Third Party Contractor or Supplier, in accordance with clause 2.2.1.1 or fails in any other preparatory instructions that the Customer may have been given, Team Metalogic may charge the Customer for additional costs incurred in delaying the Implementation Period. Rescheduled visits to the Customer Premises will be subject to lead- times and will be notified to the Customer
- 2.1.4. Team Metalogic shall notify the Customer of the date(s) on which Team Metalogic, its Third Party Contractor and/or its Supplier shall provide the installation services. The Customer shall use all reasonable endeavours to enable the installation services to be provided on such dates. If it cannot do so, it must notify Team Metalogic within 14 days of the date it receives notice from Team Metalogic of the proposed date(s) for the provision of the installation services and the parties shall use reasonable endeavours to agree alternative date(s)
- 2.1.5. Team Metalogic reserves the right, upon giving notice to the Customer, not to provide the Hosted Telephony Services to any Customer Premises or, if Hosted Telephony Services are already being provided, to cease providing the same and to terminate the Agreement in relation to the Hosted Telephony Services without liability or obligation to the Customer if:
 - 2.1.5.1. Team Metalogic discovers during a survey of the Customer Premises or otherwise that the distance between the Customer Premises and Team Metalogic's point of presence, or its underlying Supplier's point of presence, is such that a quality service cannot be provided or underwritten

- 2.1.5.2. the Customer does not agree to any increase in Charges in accordance with the MSA and/or these Service Specific Conditions for Unified Communications & Voice
- 2.1.6. Team Metalogic, its Third Party Contractor or Supplier will provide the installation services during the Implementation Period and will perform a series of commissioning tests to ensure that the Hosted Telephony Services are functioning in accordance with the Specification
- 2.1.7. Team Metalogic will, if agreed, maintain the Hosted Telephony Service to the Service Demarcation Point
- 2.1.8. If Team Metalogic agrees that the Customer may use/supply its Customer Equipment with any part of the Hosted Telephony Services, then the Customer shall be responsible and liable for such Customer Equipment. If Team Metalogic, its Third-Party Contractor, or its Supplier visit the Customer Premises due to a fault which is later found to be caused by any Customer Equipment, then Team Metalogic may charge the Customer for such site visit and any additional costs incurred as a result. Use of any Customer Equipment not supplied by Team Metalogic will affect the Service Demarcation Point
- 2.1.9. Team Metalogic shall use reasonable endeavours to obtain an IP address on behalf of the Customer. However, the Customer acknowledges that Team Metalogic does not control the issue of any IP address to be used with the Hosted Telephony Services. Access to and use of this address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. Team Metalogic reserve the right to withdraw or change this address if for any reason the address ceases to be available
- 2.1.10. If the Customer requests and Team Metalogic agrees to upgrade the Customer's bandwidth of the underlying access to the Hosted Telephony Services then additional Charges will apply, as notified to the Customer
- 2.1.11. The Hosted Telephony Services support 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However, the Customer acknowledges and accepts that these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of connectivity to the internet for whatever reason. In such circumstances the Customer should use a separate line to make the emergency call. Furthermore, it may on occasions not be possible for emergency services personnel to identify the location and telephone number so this information should be stated promptly and clearly by the Customer or relevant member of its personnel when making such a call
- 2.1.12. If Team Metalogic agrees that the Customer may use its existing or other new access circuits (including but not limited to broadband, ethernet, leased line etc) not provided by Team Metalogic, then it is the Customer's responsibility to ensure such access circuits meet the requirements and functionality specified by Team Metalogic or the Supplier from time to time. The Customer's failure to meet such requirements and/or functionality may affect the provision of the Hosted Telephony Services. Where Team Metalogic does not provide the access circuits, all responsibility and liability for such access circuits shall remain with the Customer. Should Team Metalogic, its Third-Party Contractor or its Supplier visit the Customer Premises in relation to a fault which is found to be caused in whole or in part by access circuits not provided by Team Metalogic, then Team Metalogic may charge the Customer additional Charges for such site visit and any additional costs incurred as a direct result. Use of the Customer's own access circuits will affect the Service Demarcation Point

- 2.1.13. If the Customer uses a third party to install the Hosted Telephony Services, the Customer shall indemnify Team Metalogic from any liability that Team Metalogic may incur as a result of the same. Use of a third party to install the Hosted Telephony Service will affect the Service Demarcation Point
- 2.1.14. If Team Metalogic provides the Customer with any of the user-based features (including but not limited to auto attendant, hunt group, call park, call pickup, call queue etc) and the Customer has not allocated these features to a user then Team Metalogic may recover such unallocated features from the Customer's account without liability or obligation to the Customer. The Customer may replace these features or add additional features at any time

2.2. Customer Obligations for Hosted Telephony Services

- 2.2.1. Without prejudice to any provisions in the Order and/or the MSA, to enable Team Metalogic to provide the Hosted Telephony Services, the Customer shall:
- 2.2.1.1. prepare the Customer Premises and the Customer Network(s) in accordance with Team Metalogic's instructions. The Customer is responsible, at its own cost, for the power supply and arranging alternative power supplies if any temporary supply fails. Installing engineers may refuse to install Equipment if they perceive a hazard or risk
 - 2.2.1.2. provide Team Metalogic, its Third-Party Contractor or its Supplier with full access to the Customer Premises and Customer Network(s) and make available such information, assistance, office and technology facilities as may be necessary for Team Metalogic, its Third-Party Contractors, or its Supplier to provide the Hosted Telephony Services
 - 2.2.1.3. promptly furnish Team Metalogic with such information and documents as Team Metalogic may reasonably require for the proper performance of the Hosted Telephony Services
 - 2.2.1.4. obtain and be responsible for the cost of all third party consents, licences and rights reasonably required in order to allow Team Metalogic or the Supplier to provide the installation services (including, for example, landlord consents, wayleave consents and access consents) and be responsible for complying with any applicable laws, statutes, regulations and codes of practice, in relation to the Hosted Telephony Services
 - 2.2.1.5. put in place adequate security and virus checking procedures in relation to any computer facilities to which the Customer provides Team Metalogic with access
- 2.2.2. Unless the Order expressly states that Team Metalogic shall install a router, it is the Customer's responsibility to install the router at the Customer Premises and neither Team Metalogic its Third Party Contractor, nor the Supplier shall bear any responsibility or liability for any delay or failure to install a router
- 2.2.3. The Customer shall:
- 2.2.3.1. supply on an ongoing basis, at the Customer's cost, all space, power supply access points, cables, trunking, electricity, air conditioning and any other facility as may be specified by Team Metalogic either within the Order or following the survey which are required to enable the Customer to receive the installation services and/or the Hosted Telephony Services; and
 - 2.2.3.2. keep full and up-to-date secure backup copies of the data on the Network in accordance with good industry practice
- 2.2.4. The Customer shall not allow any member of its staff who is not an Authorised User and/or any other unauthorised third party to access or use the Equipment and/or the Hosted Telephony Services and the Customer shall ensure that it shall not and that

none of its staff or any third party (including any incoming third party supplier) shall add to, modify and/or interfere with such Equipment and/or Hosted Telephony Services. The Customer shall indemnify Team Metalogic for any and all losses incurred as a result of any such unauthorised access, including the cost of any remediation work required to be undertaken to restore the Services in accordance with clause 2.5.8

2.2.5. The Hosted Telephony Services permit the Customer to upload music files for the music on hold feature. The Customer agrees to obtain all necessary licences and consents as may be required for any such music and agrees to indemnify Team Metalogic from any and all liability relating to the Customer's use of this feature.

2.3. Use of the Hosted Telephony Service

2.3.1. The Customer agrees that, in addition to the requirements set out in the MSA:

2.3.1.1. notwithstanding any provisions to the contrary in the Order, it will not cause that part of the Equipment which relates specifically to the Hosted Telephony Services to be removed, repaired, serviced or otherwise attended to except by Team Metalogic's authorised representative

2.3.1.2. it is responsible for undertaking all in life changes to any Customer Equipment and the Customer agrees to pay Team Metalogic's Charges applicable at the time where the Customer requests Team Metalogic to make such changes on the Customer's behalf

2.3.2. Unless otherwise expressly stated in the Order, the quantity of licenses specified in the Order will be deemed the minimum number of licenses which the Customer shall continue to purchase in relation to the Hosted Telephony Services during the Term.

2.3.3. If Team Metalogic provides the Customer with an inclusive call bundle (where a certain number of calls are included within the cost of the line rental or user license) any usage limitations imposed by Team Metalogic's relevant Supplier after the date the inclusive call bundle is agreed will be passed onto the Customer and the inclusive call bundle will be adjusted accordingly. Should any usage limit be exceeded, Team Metalogic may charge the Customer its standard pence per minute charge for all calls which exceed the limit.

2.4. Termination of Hosted Telephony Services

2.4.1. If the Customer cancels an ordered Service or any part of it, notwithstanding that such order has only been provisionally accepted by Team Metalogic, the Customer shall reimburse Team Metalogic for any costs incurred in preparing to deliver the Service in addition to the standard cancellation charge, as may be applicable at the time. Team Metalogic will take all reasonable steps to mitigate any such costs but in the case of the Customer cancelling an installation service then the Early Termination Charge may also include the cost of lost revenue incurred whilst Team Metalogic or Team Metalogic's Third Party Contractors re-allocate staff who would have otherwise been engaged in the Customer's installation where Team Metalogic cannot re-allocate such staff at short notice, and this does not constitute a penalty. If the Customer has had a site survey the Customer shall pay the full site survey charges. If the Service include any excess construction charges such charges will be payable in full by the Customer on cancellation of an ordered Service. If Team Metalogic has provided the Customer with any Equipment the Customer shall return such

Equipment to Team Metalogic immediately in full working order at the Customer's cost and risk in accordance with clause 18.5.3 of the MSA

2.4.2. Where the Customer is required to pay an Early Termination Charge pursuant to the MSA, the Customer shall pay to Team Metalogic the Early Termination Charge which shall be calculated as follows:

2.4.2.1. in respect of line rental, the Minimum Monthly Line Rental and Monthly License User Fees per month for the period from termination to the end of the Initial Term or Renewal Period (as appropriate); and

2.4.2.2. in respect of call and other non-periodic charges, the Minimum Monthly Call Charges per month for the period from such termination to the end of the Initial Term or Renewal Period

2.4.3. Team Metalogic also reserves the right to charge a fee of £15.00 per number to cover administration and porting costs

2.5. Charges for Hosted Telephony Services

2.5.1. Charges for the Hosted Telephony Services shall, subject to the remainder of this clause 2.5 and the MSA, be as set out in the Order and shall be payable by the Customer in accordance with this clause 2.5 and the terms of the MSA

2.5.2. Charges for site surveys and Charges for installation services shall be invoiced to the Customer in advance of the Start Date and any Charges relating to Minimum Monthly Line Rental, Monthly License User Fee, Call Charges or other usage Charges, if applicable, shall be invoiced to the Customer monthly in arrears

2.5.3. Unless otherwise agreed by Team Metalogic in writing, any discount specified in the Order shall only apply during the Initial Term and shall not apply for any subsequent Renewal Period

2.5.4. Team Metalogic may from time to time vary Charges for any call destinations or Services not stated on the Order without notice and otherwise by giving the Customer notice

2.5.5. Where the Customer takes any bundled service the Customer agrees to pay for all chargeable items which are excluded from or exceed the allowance of the bundle

2.5.6. Except as stated otherwise in the Order, for the purpose of calculating Call Charges all call durations will be rounded up to the next whole minute

2.5.7. All Charges due to Team Metalogic for traffic routed via any IP address to be used with the Hosted Telephony Service shall be paid in full by the Customer by the due date notwithstanding that such charges may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of Team Metalogic or its employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by Team Metalogic

2.5.8. Team Metalogic reserves the right to charge the Customer for the costs of any remediation work required, together with the cost of any equipment used by Team Metalogic, to rectify a fault which is not a fault with the Hosted Telephony Service and/or where the fault is not caused by Team Metalogic, its Third-Party Contractor or Supplier

2.6. Security Services for Hosted Telephony

2.6.1. The Customer acknowledges that:

- 2.6.1.1. Security Services only relate to the relevant systems and configuration on the date that the tests were performed and that, due to the constantly changing nature of information technology security risks, Team Metalogic cannot guarantee that the Security Services will identify all risks and/or threats to the Customer's systems; and
- 2.6.1.2. in the course of providing the Security Services it may be necessary to demonstrate vulnerabilities by providing examples of material that has been observed on the relevant systems, some of which may be obscene, discriminatory or otherwise offensive or illegal. Team Metalogic shall have no liability in relation to any such material and the Customer must provide notice to Team Metalogic prior to Team Metalogic commencing the Security Services if the Customer does not wish to be provided with such material

3. OUTBOUND SERVICES

3.1. Use of the Outbound Services

- 3.1.1. In addition to the Customer's obligations pursuant to the Order, these Service Specific Conditions for Unified Communications & Voice and the terms of the MSA, the Customer agrees that during the Initial Term and any Renewal Period, the Customer will use the Outbound Service exclusively for the routing of all outbound telephony calls whether these be routed over PSTN, ISDN, SIP or utilising a new technology
- 3.1.2. The provisions of clause 3.1.1 shall not apply where Team Metalogic is unable to commence the provision of the Outbound Services due to any delay or failure in the transfer to Team Metalogic of any telephone number, provided that such delay or failure is not caused in whole or part by the Customer or any of its personnel
- 3.1.3. The Customer shall not allow any of member of its staff who is not an Authorised User and/or any other unauthorised third party to access or use the Equipment and/or the Outbound Services and the Customer shall ensure that it shall not and that none of its staff or any third party (including any incoming third party supplier) shall add to, modify and/or interfere with such Equipment and/or Outbound Services. The Customer shall indemnify Team Metalogic for any and all losses incurred as a result of any such unauthorised access, including the cost of any remediation work required to be undertaken to restore the Services in accordance with clause 3.4.4

3.2. Line Rental for Outbound Services

- 3.2.1. The Customer agrees to the Previous Service Provider disclosing to Team Metalogic any information relating to the transfer or removal of equipment and/or services that relate to any line in respect of which Team Metalogic is to provide the Outbound Services prior to or during the connection or transfer to Team Metalogic
- 3.2.2. The Customer agrees to Team Metalogic charging the Customer a fee, as specified in the Order, for any relevant services and/or equipment transferred to Team Metalogic from the Previous Service Provider
- 3.2.3. The Customer shall ensure that the telephone numbers specified in the Order may be transferred to Team Metalogic from the Previous Service Provider and authorises their transfer to Team Metalogic. If Team Metalogic is unable to provide all or any part of the Outbound Services as a result of the Customer's failure to terminate its contract with the Previous Service Provider then, without prejudice to Team Metalogic's other

rights and remedies, the Customer shall repay to Team Metalogic immediately on demand any volume-based discount, subsidy and/or other benefit given to the Customer up to that date, in which case the Charges shall be adjusted accordingly on notice to the Customer

3.3. Indirect Access for Outbound Services

- 3.3.1. The Customer shall permit Team Metalogic and its personnel access to the Customer Premises to program routing (as specified in the Order) in the Customer's telephone system to allow access to the Carrier's network
- 3.3.2. The Customer shall be responsible for ensuring that the Customer Equipment (including any maintenance of the same) is not negatively affected in any way as a result of requesting and/or receiving the Outbound Services
- 3.3.3. If the Customer supplies Team Metalogic with incorrect information that results in the rejection of the Customer's order for the Outbound Services (in whole or in part) by the Carrier, then the Customer shall reimburse to Team Metalogic any rejection charges imposed on Team Metalogic by the Carrier (not to exceed five pounds sterling (£5.00) per telephone number) or such other limit as Team Metalogic reasonably specifies from time to time

3.4. Charges for Outbound Services

- 3.4.1. Line rental for the Outbound Services shall be invoiced to the Customer one (1) month in advance, all other charges relating to the Outbound Services shall be invoiced one (1) month in arrears. Such invoices shall be payable by the Customer in accordance with the MSA
- 3.4.2. Where the Customer takes any bundled service, the Customer agrees to pay for all chargeable items which are excluded from or exceed the allowance of the bundle
- 3.4.3. Except as stated otherwise in the Order, for the purpose of calculating Call Charges all call durations will be rounded up to the next whole minute
- 3.4.4. Team Metalogic reserves the right to charge the Customer for any costs incurred, and for any necessary equipment used by Team Metalogic, to rectify a fault which is not a fault with the Outbound Services and/or where the fault is not caused by Team Metalogic, its Third-Party Contractor or Supplier
- 3.4.5. Team Metalogic may from time to time vary Charges for any call destinations or Services not stated on the Order without notice and otherwise by giving the Customer notice
- 3.4.6. The Customer acknowledges and agrees that it must comply with any limits or allowances specified by Team Metalogic's Supplier in connection with the Customer's use of the Outbound Services. Should any limit be exceeded by the Customer, Team Metalogic shall charge the Customer for any usage of the Outbound Services which exceeds such limits or allowances
- 3.4.7. Team Metalogic shall have no liability to the Customer for any charges incurred by the Customer for the use of other services (whether provided by Team Metalogic or any other supplier), and the Customer shall remain liable for any applicable line rental charges, during any period of suspension of the Services under this Agreement

3.4.8. Notwithstanding termination of the Agreement, the Customer will be liable for any Call Charges, Minimum Monthly Line Rental and other Charges incurred in the event of the Customer's continued use of the Services after the date of termination

3.5. Limitation of the Outbound Services

3.5.1. Due to the nature of the Outbound Services Team Metalogic cannot guarantee that the Customer's outbound call traffic will always be conveyed via the Carrier, nor that the Customer will not be charged by another carrier for the conveyance of any outbound call. The Customer acknowledges and agrees that it will be responsible for all charges levied by the Carrier and/or any other carrier in relation to the Customer's use of the Outbound Services

3.5.2. The Customer acknowledges that, subject to clause 3.5.1, the Outbound Services are made available via the Carrier. The Customer acknowledges and agrees that it will be responsible for all Charges and costs levied by the Carrier and/or any other carrier in relation to the use of the Outbound Services by the Customer, anyone acting on its behalf and/or any third party

3.6. Suspension of Outbound Services

3.6.1. If BT (where relevant) or the Carrier suspends or terminates Carrier pre-selection for the Outbound Services, Team Metalogic shall notify the Customer as soon as is reasonably possible after becoming aware of such suspension and shall use reasonable endeavours to reinstate the Carrier pre-selection for the Outbound Services but where reinstatement is not possible Team Metalogic shall have no liability in respect of such suspension or termination

3.7. Termination of Outbound Services

3.7.1. If the parties agree to exclude a telephone number from the Outbound Services prior to connection to the Carrier's network, the Customer shall reimburse to Team Metalogic any circuit cancellation charges levied on Team Metalogic by the Carrier for that telephone number and the Customer shall pay to Team Metalogic an administration fee of £50 per telephone number (or such other amount as Team Metalogic reasonably specifies from time to time) within fourteen (14) days of such cancellation

3.7.2. Either party may terminate the Agreement in relation to the Outbound Voice Services in accordance with these Service Specific Conditions for Unified Communications & Voice and the terms of the MSA

3.7.3. Team Metalogic may terminate the Agreement in relation to the Outbound Services where BT or the Carrier rejects an order to provide such Outbound Services to the Customer after the survey of the Customer Premises has been completed, and to invoice the Customer for all costs levied on Team Metalogic by the Carrier which relate to that order

3.7.4. Without prejudice to any of Team Metalogic's rights and remedies, if the Customer ceases to use the Carrier for the Outbound Services at any time during the Initial Term or any subsequent Renewal Period, the Customer shall remain liable for the cost of any calls made via its Equipment or Customer Premises (including any such calls made fraudulently by third parties)

- 3.7.5. Team Metalogic may suspend or withdraw the SIP "Presentation CLI" Service with immediate effect without liability to the Customer where:
- 3.7.5.1. following the configuration change relating to the IP "Presentation CLI" Service, the Customer fails to make at least one test call using the SIP "Presentation CLI" Service within twenty (20) working days of the date of such change;
 - 3.7.5.2. the Customer reverses the configuration change;
 - 3.7.5.3. the presentation number related to the Outbound Services is being misused in any way; and/or
 - 3.7.5.4. the presentation number is connected to a revenue sharing number that generates excessive or unexpected call charges

3.8. Consequences of Termination and Minimum Spend for Outbound Services

- 3.8.1. If the Outbound Service is disconnected, or the Agreement is terminated, prior to expiry of the Initial Term or any subsequent Renewal Period, the Customer shall pay to Team Metalogic an Early Termination Charge in accordance with the MSA which shall be calculated as follows:
- 3.8.1.1. in respect of line rental, the Minimum Monthly Line Rental from termination to the end of the Initial Term or Renewal Period (as appropriate); and
 - 3.8.1.2. in respect of call and other non-periodic charges, the Minimum Monthly Call Charges per month for the period from such termination to the end of the Initial Term or subsequent Renewal Period; and
 - 3.8.1.3. any charge imposed on Team Metalogic by the Carrier
- 3.8.2. Team Metalogic also reserves the right to charge to the Customer a fee of £15.00 per number or £15.00 per channel for ISDN services to cover administration and porting costs.

4. INBOUND VOICE SERVICES

4.1. Transfer of NGNs for Inbound Voice Services

- 4.1.1. The Customer authorises Team Metalogic to procure the transfer to Team Metalogic of any NGN and related services to form part of the Inbound Voice Services, from any Previous Service Provider

4.2. Use of the Inbound Voice Services

- 4.2.1. In addition to the Customer's obligations pursuant to this Agreement, including these Unified Comms & Voice Service Specific Conditions and the terms of the MSA, the Customer agrees that during the Initial Term and any subsequent Renewal Term, the Customer will use the Inbound Voice Services for the routing of all inbound telephony calls to NGN's that are specified in the Order
- 4.2.2. The Customer shall not route calls to a mobile or international (except international outbound) telephone number, to an NGN that is not specified in the Order, to any telephone exchange line that is not on the fixed public switched telephone network or to a premium rate service, other than as specified in the Order. If the Customer breaches this clause 4.2.2 then, without prejudice to any other rights and remedies

- that Team Metalogic may have, Team Metalogic shall be entitled to charge the Customer £7.50 per minute for each call in respect of which the Customer is in breach
- 4.2.3. The Customer acknowledges that an NGN supplied by Team Metalogic or its Supplier does not belong to, and shall not become the property of, the Customer and shall remain the property of Team Metalogic or its Supplier
- 4.2.4. The Customer shall not register or apply for registration of an NGN supplied by Team Metalogic or its Supplier as a trade or service mark or similar, whether on its own or in conjunction with any other word, number, or trading style
- 4.2.5. As the Supplier is entitled at its sole discretion at any time to withdraw or change any NGN supplied by it, Team Metalogic shall be entitled at any time to withdraw or change any such NGN supplied by the Supplier to the Customer upon giving the Customer reasonable prior notice
- 4.2.6. Team Metalogic reserves the right to withdraw, or make additional rental charges to the Customer for, any NGN supplied pursuant to the Contract on thirty (30) days' notice if that NGN is not used within two (2) months from Connection
- 4.2.7. The Customer is responsible for ensuring that all NGNs listed in the Order are correct and are required by the Customer
- 4.2.8. The Customer shall not allow any of member of its staff who is not an Authorised User and/or any other unauthorised third party to access or use the Equipment and/or the Inbound Services and the Customer shall ensure that it shall not and that none of its staff or any third party (including any incoming third party supplier) shall add to, modify and/or interfere with such Equipment and/or Inbound Services. The Customer shall indemnify Team Metalogic for any and all losses incurred as a result of any such unauthorised access, including the cost of any remediation work required to be undertaken to restore the Services in accordance with clause 4.5.6

4.3. Revenue Share for Inbound Voice Services

- 4.3.1. If the parties agree a Revenue Share Agreement, subject to the remainder of this clause 4.3, Team Metalogic shall make revenue share payments due to the Customer pursuant to the Revenue Share Agreement by BACS transfer within sixty (60) business days of the end of the calendar month in respect of which the revenue share payment is due
- 4.3.2. Subject to the remainder of this clause 4.3.2, commencing on the beginning of the first whole calendar month following agreement of the Revenue Share Agreement until the last whole calendar month during the term of the Revenue Share Agreement, if the Revenue Share Threshold in one month is achieved or exceeded by the NGNs supplied by or on behalf of Team Metalogic, then Team Metalogic will calculate the revenue share payment by multiplying the Total Minutes for that calendar month by the relevant pence-per-minute revenue share payment as set out in the Revenue Share Agreement. Following calculation of the revenue share payment due to the Customer (if any) in accordance with the Revenue Share Agreement and this clause 4.3.2, Team Metalogic shall provide a summary of such calculation to the Customer
- 4.3.3. If any Supplier fails to pay Team Metalogic the sums due to it in relation to call minutes that are routed over the Supplier's network then such call minutes shall be excluded from the calculation of the revenue share payment until such time as Team Metalogic receives payment from the Supplier for such minutes, in which Team Metalogic shall pay the Customer the sums due in relation to those minutes with the next revenue share payment due to the Customer
- 4.3.4. Team Metalogic reserves the right to:

4.3.4.1. reduce the pence-per-minute revenue share rate and/or terminate the Revenue

4.4. Anticipated Monthly Forecast and Anticipated Monthly Spend for Inbound Voice Services

- 4.4.1. If requested, the Customer must promptly provide Team Metalogic with an accurate forecast of the Customer's Monthly Minutes (including number of calls), including a daily profile for any specified period of the Contract. The Anticipated Monthly Minutes and Anticipated Monthly Spend for the period covered by the forecast shall be updated accordingly
- 4.4.2. The Customer must give Team Metalogic seven (7) days' prior notice of any proposed campaign which is expected in "Busy-Hour" (as defined below) to generate inbound calls using the Inbound Voice Services which is seventy-five per cent (75%) or more, higher than the Anticipated Monthly Forecast. For the purposes of this clause, "Busy-Hour" means the hour of the day in which the highest number of telephone calls is received by the Customer using the Inbound Voice Services
- 4.4.3. The Customer must notify Team Metalogic if at any time the Customer expects that it will receive more than five hundred (500) call attempts in any fifteen (15) minute period Share Agreement if any Supplier reduces the amount it pays Team Metalogic for call minutes that are routed over that Supplier's network
- 4.4.4. If any Supplier reduces the amount it pays Team Metalogic for call minutes that are routed over that Supplier's network via the Inbound Voice Services Team Metalogic reserve the right to reduce the pence-per-minute revenue share rate, and/or terminate the Revenue Share Agreement
- 4.4.5. Subject to the provisions of the MSA Terms, Team Metalogic shall have no liability to the Customer in respect of any breach of the Agreement which is caused in whole or part by the Customer's failure to comply with this clause 4.4
- 4.4.6. Payments by Team Metalogic under a Revenue Share Agreement are subject to the Customer complying with Team Metalogic's self-billing procedure from time to time
- 4.4.7. If the Customer disputes Team Metalogic's calculation of the revenue share payment due to it in respect of any calendar month, Customer must notify Team Metalogic of the same within thirty (30) days of the date Team Metalogic pays the Customer the disputed amount. If the Customer fails to notify Team Metalogic of any disputed revenue share payment within this 30 day notice period, then the customer shall waive all rights to dispute the disputed amount and file any claim

4.5. Charges for Inbound Voice Services

- 4.5.1. Charges for the Inbound Voice Services shall, at the Start Date, be as set out in the Order and payable in accordance with the MSA Terms
- 4.5.2. Charges relating to the provision of the Connection shall be invoiced in advance on the Start Date and shall not be refundable to the Customer if the Contract is terminated or varied for any reason
- 4.5.3. Charges comprising Minimum Monthly Line Rental relating to the Inbound Voice Services shall be invoiced monthly in advance. The first monthly charge shall be invoiced pro-rata for the period commencing on the Start Date and ending on the last day of that calendar month

- 4.5.4. Call Charges, and any other charges due in relation to the Inbound Voice Services which are not specified in this clause 4.5, shall be invoiced to the Customer one (1) month in arrears
- 4.5.5. Where the Customer takes any bundled service the Customer agrees to pay for all chargeable items which are excluded from or exceed the allowance of the bundle
- 4.5.6. Team Metalogic reserves the right to charge the Customer for any costs incurred, and for any necessary equipment used by Team Metalogic, to rectify a fault which is not a fault with the Inbound Voice Services and/or where the fault is not caused by Team Metalogic, its Third- Party Contractor or Supplier

4.6 Varying NGNs for Inbound Voice Services

- 4.6.1. If the parties agree to exclude an NGN which was to be supplied by or on behalf of Team Metalogic from the Inbound Voice Services prior to Connection, the Customer shall reimburse Team Metalogic in full and on demand for any circuit cancellation charges levied on Team Metalogic by a Supplier in respect of that NGN and the Customer shall pay to Team Metalogic an administration fee of £50.00 per NGN excluded from the Inbound Voice Services, which shall be payable within fourteen (14) days of such cancellation

4.7. Termination and Consequences of Early Termination of Inbound Voice Services

- 4.7.1. Either party may terminate the Agreement in respect of the Inbound Voice Services in accordance with the terms of the MSA and/or these Unified Comms & Voice Service Specific Conditions
- 4.7.2. If the Customer is required to pay an Early Termination Charge pursuant to the terms of the MSA, the Early Termination Fee in respect of the Call Charges due for the remainder of the Initial Term or subsequent Renewal Period in respect of those Charges comprising:
- 4.7.2.1. The Customer shall pay Team Metalogic the greater of (i) 3 pence per minute for the average number of minutes used per month multiplied by the number of months remaining in the Initial Term or subsequent Renewal Period; or (ii) Minimum Monthly Call Charges
- 4.7.2.2. The average number of minutes used shall be calculated using either (i) the 6 highest months of use; or (ii) if the Customer has billed less than 6 months, the highest single billed month shall be deemed to be the average; or (iii) if the Customer has a Revenue Share Agreement but has not received any revenue share then the average number of minutes shall be the Anticipated Monthly Minutes
- 4.7.3. The Customer shall reimburse Team Metalogic in full and on demand for any termination charge imposed on Team Metalogic by the Carrier

4.8. Premium Rate Regulator for Inbound Voice Services

- 4.8.1. The Customer shall comply with all applicable rules, regulations, codes of practice and/or directions issued by the Premium Rate Regulator and shall promptly provide to Team Metalogic any information or documentation required to allow Team Metalogic to comply with the same
- 4.8.2. Team Metalogic may without liability or obligation to the Customer and with or without notice:
 - 4.8.2.1. suspend or terminate the Customer's access to the Inbound Voice Services or any part of them
 - 4.8.2.2. withhold and/or pay over to the Premium Rate Regulator any payment due to the Customer under any Revenue Share Agreement
 - 4.8.2.3. pass to the Premium Rate Regulator any information related to the Customer or its use of the Inbound Voice Services irrespective of any duty of confidentiality to the Customer
 - 4.8.2.4. take any other action in each case if requested to do so by the Premium Rate Regulator

5. GENERAL

- 5.1. Where the Customer is a Domestic or Small Business Customer within the definition of the Ofcom Regulations (being a Customer that employs ten employees or less) upon the expiry of the Initial Term, unless the Customer provides written notice to terminate the Agreement in accordance with clauses 3.2 and 18.3 of the MSA, this agreement will auto renew for successive 90 day periods, until terminated in accordance with clauses 3.2 and 18.3
- 5.2. The Customer shall be solely responsible for preventing unauthorised use of the Services and for all costs or charges relating to the use of the Services (whether malicious, fraudulent or otherwise) by the Customer or a third party, whether from or within the Customer's organisation, via any internet protocol address used by the Customer or via external means
- 5.3. The Customer, in its use of the Services, shall not do anything, or cause anything to be done that could cause Team Metalogic to lose or breach its Authorisation