

Enterprise Voice Service Terms



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1. How these Service Terms work

- 1.1 The Definitions and rules of interpretation set out in Clause 8 apply to these Service Terms.
- 1.2 Terms defined in the Reseller Agreement and/or the Terms and Conditions shall have the same meaning when used in these Service Terms.

2. Our Obligations

- 2.1 We shall provide the **Enterprise Voice Telephony Services** to you subject to the Order Form and Product Service Description and in accordance with our relevant **Carriers'** standard specifications, policies and those of their suppliers and regulatory bodies (as amended from time to time) copies of which will be made available upon request.

3. Your Obligations

- 3.1 You acknowledge and agree that:

- (a) You have read these terms and acknowledge and agree to the limits of the **Emergency Call** support provided;
- (b) You shall procure the correction of faults which occur in your equipment (and in the case of Resellers, your Customers' equipment) which affect Emergency Calls in accordance with your normal engineering practices.
- (c) You shall procure that **End Users** are required to confirm/provide their location when making an Emergency Call to enable the correct Emergency Organisation to respond; and
- (d) An Emergency Call made by **VOIP** may not receive the same network priority as an Emergency Call made on a mobile network or on a circuit-switched fixed line.

- 3.2 You shall:

- (a) Ensure the **DDI** number to office location information provided to us is accurate and represents a UK address.
- (b) Note that VOIP calls are considered to be 'nomadic' and the emergency services operator will ask for the caller to confirm their location.

- 3.3 You shall monitor the profile of Calls by the means made available within the Service purchased for reviewing calls made and received using the Enterprise Voice Telephony Services for potential fraudulent or bad faith use, including Artificial Inflation of Traffic, and take reasonable steps to prevent such use.

- 3.4 You are responsible and will be invoiced for all traffic generated from your use or in the case of Resellers, your customers' use of this Service.

- 3.5 You shall not (and in the case of Resellers procure that your Customers do not) knowingly engage in, assist or allow others to engage in **Artificial Inflation of Traffic (AIT)**.

4. Emergency Calls

- 4.1 You must provide to us all information required for the **Emergency Services Database Requirements** and ensure that all information provided 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.
- 4.2 Where Emergency Calls are conveyed to our Carrier, we shall:
- (a) Provide a list of DDI numbers and office locations to the Emergency Services Database in line with BT's emergency services requirements;
 - (b) Connect a call to the emergency services;
 - (c) Ensure that the provisioned **CLI** is presented to the Emergency Call operator where possible;
 - (d) Co-operate with **Emergency Services Organisations** where assistance with call trace or additional information is required; and
 - (e) Endeavour to correct faults which occur in our data or telephony networks resulting in the inability for Emergency Calls to be made. For the avoidance of doubt, neither we nor our Carrier warrant that the Carrier **PSTN** Network or Carrier Service is, or will be, free from faults.
- 4.3 Our Carrier 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 shall only occur 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.
- 4.4 We may pass all information in our possession relating to the End User on to our relevant Carrier to the extent that we are required to do so by applicable law and/or by contract for inclusion in the **Database**. You acknowledge that our Carrier may contact the End User in connection with their provision of the same from time to time, and that such information may remain in the Database following termination of the Services and you shall procure the consent of all End Users to the same.

5. Service Constraints

- 5.1 If call traffic conveyed via our network for onward termination is abnormally high or of an unusual profile then we or our Carriers may instigate network management control measures. If the Carrier notifies us of such action, we will promptly pass any such notification to you.

6. Number Porting

6.1 We shall;

- (a) endeavour to support all Geographic Number Portability (GNP) requests which provide the capability for a customer of one **Communications Provider** (the losing Communications Provider) to become a customer of Outsourcery whilst retaining the same geographic telephone number(s). As this is a complicated process influenced by a number of factors beyond our control we cannot guarantee the successful outcome of all GNP requests, or that successful GNP requests will be facilitated within the prescribed timeframe.
- (b) Support the onward porting of numbers in our number range should you wish to move services to another provider; reasonable charges will be charged for such service. Outsourcery are required to provide Number Portability as detailed in the General Conditions of Entitlement set by the Director General of Telecommunications under section 45 of the Communications Act 2003 (the "Act").

6.2 There may be some restrictions and limitations to geographic number portability as set out in the relevant Carriers **Product Handbook**.

6.3 There will be charges associated with number porting and these will be broken down at the point of quotation.

7. Connection to the Enterprise Voice Service

7.1 The Service is accessed through the Our Network which is protected and authenticates connections to the Service through Session Board Controllers ("SBCs"), which are deemed to be the connection point between the Service and the access connection when connecting over the internet. We shall provide the Service described in the Product Service Description and route all traffic to the SBCs. You accept that when accessing this Service over the Internet or WAN connection that the quality of the call conveyed it is out of our control.

8. Definitions

Artificial Inflation of Traffic (AIT)	The flow of Calls to a Revenue Share Service (which for the purposes of this Agreement shall include services to the 070, 087, 090, 091, 098 and 118 number ranges) or other equivalent revenue share type services, is disproportionate to the flow of Calls which would be expected from good faith usage or an acceptable and reasonable commercial practice relating to the operation and use of such service or of telecommunications systems.
Break In Call	a Call that is conveyed via the Carrier to terminate on the Customer IP Network originating from: <ul style="list-style-type: none">(a) the Carrier PSTN Network or a Third Party PSTN Network;(b) a mobile telecommunications network;(c) an International Destination Network; or(d) a third party Communication Provider IP Network

Break Out Call	a Call that is conveyed via the Carrier to terminate on: (a) the Carrier PSTN Network or a Third Party PSTN Network; (b) a mobile telecommunications network; (c) an International Destination Network; or (d) a third party Communication Provider IP Network
Carrier	the telecommunications network and services providers we select (and notify you of) as our sub-contractor in respect of the Telephony Services from time to time;
Carrier Emergency Centres	the premises where our Carrier operators answer Emergency Calls.
CLI	the telephone number of the originating End User (i.e. the calling party) or your Customer's default number.
Communications Provider	as defined in paragraph 1.4(a) of Condition 1 of the General Conditions of Entitlement set by Ofcom pursuant to section 45 of the Communications Act 2003.
Database	the Carrier Wholesale Directory Services Operator Services Information System database (including any replacement system) containing information (including without limitation, names, address and telephone numbers) relating to legal persons who are provided with publicly available telephone services, as maintained by Carrier pursuant to applicable law and made available to third parties (amongst other things) for the purposes of the provision of products and services.
DDI	DDIs are 'Direct Dial In' numbers allow each telephone extension to have an individual number that can be used when a call comes through on a specific DDI number it is routed to the required extension.
Emergency Call	a Call to 999 or 112
Emergency Services Organisation	the relevant local public police, fire, ambulance and coastguard services and other similar organisation providing assistance to the public in emergencies.
Emergency Services Database	the 999 or 112 call routing and address database.
Emergency Services Database Requirements	The following information used to be included within the Emergency Services Database; the End User's name and installation address (including the post code) for each DDI or equivalent used.
End User(s)	The End User of a Customer Service.
Enterprise Voice Telephony Services	the provision of PSTN services via the Outsourcery hosted Lync Service.
International Destination Network(s)	a network operated in an overseas country.
IP Network	a telecommunications network operated utilising Internet Protocol (IP).
National Telephone Numbering Plan	The UK telephone numbering scheme used to assign telephone numbers to telephony endpoints, the number must conform to publicly dial able number including standard codes where applicable.
Ofcom	the Office of Communications or its successor body or authority.

Product Handbook	our Carrier's handbook as may be amended from time to time containing information relating to the Telephony Service to assist you and your Customer which we will make available to you upon request after your first Order has been accepted by us.
PSTN	a public switched telephone network.
Revenue Share Service	a service where an element of the revenue for the Call passed on from the originating Communications Provider is shared (directly or indirectly) by the Communications Provider receiving (via Carrier in a transit situation) such revenue with the person operating the service (which for the avoidance of doubt may be the Communications Provider receiving such revenue)
Telephony Service	The internet protocol telecommunications interconnect and exchange services provided by our Carrier.
Third Party PSTN Network	the PSTN of a third party other than our Carrier.
VOIP	voice over internet protocol.