

# Service Schedule

SIPLink

Node4 Limited

## SCHEDULE

This schedule contains additional terms and conditions, service description & Service Levels applicable to the SIPLink element of the Services. These apply in addition to Node4's General Terms and Conditions in relation to the SIPLink element of the Services.

### 1. SERVICE DESCRIPTION

The Node4 SIPLink Services provide the Customer with the ability to make and receive PSTN calls over an IP connection using standards based SIP signaling.

### 2. DEFINITIONS

In addition to the definitions set out in the General Terms and Conditions, the following definitions shall apply to this Service Schedule:

**"Best Cost Routing"** means Routing traffic to the best cost provider on the basis of a quality and price ratio;

**"Business Hours"** means Monday to Friday, 9am to 5pm, excluding bank and other public holidays;

**"Call"** means a voice call initiated by the Customer using the Services;

**"CDR"** means Call Data Records;

**"Customer Responsible Faults"** means a fault which is attributable to Customer equipment, premises or power supplies, or the action of the Customer Personnel. Such faults shall be deemed the responsibility of the Customer. Any downtime caused by such faults does not qualify for service credits or compensation.

**"Technical Support Centre"** means Node4's fault management centre, which operates the Node4 Network Management System;

**"Dial Plan"** means the defined number ranges and the country or regional names assigned to specific codes;

**"End Point"** means a Customer SIP device

**"End-User"** according to the context, either a person who is seeking to contract with the Customer for the purchase of Services and / or Products, or a person who has contracted with the Customer for Services and / or Products.

**"Equipment"** means any Node4 Equipment and other facilities used by Node4 to provide the Services, including mains power, UPS, generator and air conditioning system but excludes switching equipment in relation to Node4 provided internet connectivity;

**"Fault Ticket Number"** means the unique number issued when logging a fault with Node4;

**"Installation Charge"** means charges payable by the Customer for the installation of the SIPLink element of the Services as provided in the Order Form;

**"Least Cost Routing"** means Routing traffic to the lowest cost provider;

**"Monthly Review Period"** means the calendar monthly periods commencing on the 1st of each month during the Term, over which Service performance measurements are calculated, provided that the first Monthly Review Period will commence on the Service Commencement Date;

**"Network Management System"** means Node4's network integrated fault management system;

**"Node4 Network"** means the network wholly owned and managed by Node4;

**"Number Management"** means any services provided by Node4 for the Routing, translation or definition of telephony number ranges;

**"Numbering Charges"** means charges payable by the Customer for number set-up as detailed in the Order Form;

**"Planned Outage"** means a temporary outage in service required for maintenance and support purposes of which Node4 has given the Customer reasonable prior notice. Wherever reasonably practicable Node4 will agree the amount of outage with the Customer in advance of the required work. Any Planned Outage shall not be included in fault measurements and does not qualify for service credits or compensation.

**"Port"** means a physical connection to the Node4 switching infrastructure;

**"Port Charge"** means the charges defined in the Order Form relating to the number of Ports purchased;

**"Professional Service Charges"** means the professional service charges detailed on the Order Form or otherwise agreed in writing between the parties;

**"Routing"** means the ability to redirect voice traffic streams between different terminating networks;

**"Second Based Usage Charges"** means charges based on per-second usage relating to Successful Calls as detailed in the Order Form;

**"Service Availability"** means the time for which a Node4 Service is usable, expressed as a percentage of the total time in a given Service Measurement Period. The Node4 service shall be deemed available for the purposes of calculating Service Availability if it is not usable due to an event outside Node4's reasonable control, a Customer Responsible Fault, a Third Party Attributable Fault or is due to a Planned Outage.

**"Service Commencement Date"** means the date when Node4 provides the Service tested and ready for use;

**"Successful Call"** means a Call which has established a voice path and therefore has billable duration;

“Third Party Attributable Faults” means a fault which is attributable to a third party. Such faults do not qualify for service credits or compensation. Node4 will use its reasonable endeavors to resolve and rectify such Third Party Attributable Faults as soon as reasonably practicable;

“Time To Resolve Fault (TTRF)” means the length of time from the issue of the Fault Ticket Number to repair and resolution of the fault;

“Trunk Group(s)” means a voice path between two Switches;

“Trunk Charges” means charges calculated on a per-trunk basis at the monthly rental rates detailed in the Order Form.

### 3. SIPLink TERMS

The following terms and conditions shall apply when Node4 provides SIPLink Services to the Customer.

## 4. FEES

### 4.1 Fees payable by the Customer

Fees for SIPLink Services may comprise any or all of the following Fees:

#### 4.1.1 Installation Charges

Any applicable Installation Charges for the implementation of the SIPLink Service shall be detailed on the Order Form.

#### 4.1.2 Trunk Charges

Trunk Charges shall be due on a per-trunk basis and calculated at the monthly rental rates detailed in the Order Form. The Customer may request to increase the number of Trunks with a minimum 2 Business Days notice and the provision of such additional Trunks and the Fees therefor shall be agreed in writing between the Parties on an additional Order Form.

#### 4.1.3 Second Based Usage Charges

Usage Fees are payable on a per second basis. These Fees are levied on the basis of Successful Call completions made on any of the Trunk Groups associated with the Customers SIPLink Service. Second Based Usage Charges shall be subject to a call tariff as detailed on the Order Form.

#### 4.1.4 Numbering Charges

Node4 can allocate geographic and non-geographic numbers for use on SIPLink services. Fees for number set-up are identified on the Order Form.

### 4.1.5 Professional Services Charges

A full range of professional services are available to the Customer in connection with the SIPLink Services. The Professional Service Charges include but are not limited to:-

- Routing management including Least Cost Routing and Best Cost Routing
- Dial Plan and Number Management.
- Provisioning and testing of Customer or supplier implementations.
- Third party customer care and fault management
- Reporting (beyond the scope of the standard reports defined in this Schedule).
- End Point Management

The professional services are subject to the price list below. Specific rates for large or repeat orders can be agreed on a case by case basis in writing.

All incremental expenses incurred during these professional services will be passed directly to the Customer. Provisioning costs such as cabling will be discussed and agreed with the Customer in the Order Form.

Tasks undertaken by Node4 at the request of the Customer or activities undertaken by the Customer which require the remote support of Node4 personnel will be charged at the hourly rates shown below.

Time support required:	48 hours notice	24 hours notice
Mon – Fri business hours	£60.00 per hour	£60.00 per hour
Mon – Fri other times	£100.00 per hour	£100.00 per hour
Saturday	£100.00 per hour	£100.00 per hour
Sunday	£100.00 per hour	£100.00 per hour

Time is charged by the hour. These rates are for a trained technician and are subject to an annual review by Node4. For advanced engineers with MCSE or CCIE status please contact Node4 for pricing.

#### 4.1.6 Rebates

Where the Customer takes Services where rebates may be available, Node4 shall pay each rebate to the Customer within 7 days of receipt by Node4 of the amount of such rebate from the relevant

network operator. Each rebate shall be calculated according to the duration of Calls to the Service where rebates may be available as indicated by Node4's equipment and not by any of the Customer's own or rented apparatus.

#### 4.1.7 Minimum commitment

The Services are subject to a minimum Initial Term of 12 months unless identified otherwise on the order form (the agreed Initial Term is set out in the Order Form). For termination of the Services, there is a minimum notice period of 30 days written notice the earliest point at which this can take effect being the end of the Initial Term.

### 5. PROVISION OF SIPLINK SERVICES

The Node4 SIPLink Services provide the Customer:

- the ability to make and receive telephone calls to the PSTN or other SIP users over standards based SIP signaling
- standard routing table applied to the customer End Point
- support for codes G711a, G711u and G729a

Access to Node4 SIP Servers is the responsibility of the Customer.

Node4 are not responsible for QoS, unless delivered across a Node4's QoS enabled Service

#### 5.1 Numbering

Both Geographic and Non-geographic numbers (0800, 0844, 0845, 0870, 0871) are available for use on the SIPLink service.

#### 5.2 Emergency Services

As SIPLink allows connectivity to the UK Public Telephone Network, OFCOM requires Node4 to provide the Customer with access to emergency service operators using 999 and 112. In addition Node4 are obligated to provide (where technically feasible) the physical location of the caller.

Node4 require that where Emergency services access is required the Customer should complete a "PATs Customer Request" form and send this to Node4. Node4 will then upload the relevant information to the Emergency Services Database (ESDB). The ESDB upload process takes approximately 7 days from receipt of the request - the Customer will receive confirmation when this is complete.

Wholesale customers and Resellers are required to provide the necessary information on behalf of their customer.

#### 5.3 Number Porting

Node4 provide number porting services for both geographic and non-geographic numbers from several operators. The following completed forms are required to progress a number port:

Customer Letter of Authorisation (on Customer letter head)

Number Porting Data Capture Form

Customer Telephone Bill

Lead times are identified in Node4's Number Porting Lead Times document.

Numbers can be ported away from Node4 subject to the subsequent provider having a porting arrangement with Node4.

#### 5.4 Utilisation

In the event that the circuits are not fully utilised Node4 have the right to automatically reduce the number of Ports per Trunk Group. If a Trunk Group is utilised at a level of 100,000 minutes or less per month per E1 Port for a 30 day continuous period, Node4 reserves the right to reduce the number of Ports allocated to that Trunk Group. In the event that the entire Trunk Group has fewer than 100,000 minutes per Monthly Review Period, Node4 will remove the Trunk Group from Service after providing 15 days written notice. When the Customer pays per month recurring Port Charges, the utilisation of the Ports is entirely at their own discretion.

#### 5.5 Service installation and provisioning

For Service installation and provision the SIPLink Technical Questionnaire should be completed. This is required for each Customer End Point. On completion a test phase will be carried out with the Customer to agree successful provision of the Services.

Node4 will use reasonable endeavours to notify the Customer in the event of any delays in providing the Services.

#### 5.6 Customer Support

Support levels are dependent on monthly Call spend. Unless otherwise stated Bronze level support, as identified in the Fault Management and Reporting Handbook current from time to time, is provided on SIPLink Services. Node4 provides the SIPLink Services direct to the Customer. The Customer commits to fully manage all their customers and suppliers directly. Node4 will not interface directly with any third parties working with the Customer. If the Customer requires Node4 to provide their customers with a

customer care or NOC service this is available on request and subject to Professional Service Charges.

### 5.7 CDR definition

CDR's will be placed on a secure site for the Customer to download on a daily or monthly basis. Node4 will use its reasonable endeavours to ensure that the CDR download facility is permanently available. Any faults with the CDR facilities should be reported to the Node4 Technical Support Desk in accordance with Node4's standard fault management procedures. Node4 do not take responsibility for the validity or accuracy of CDR values and, without limiting the generality of the foregoing, does not accept responsibility for the validity of any billing data sent by the Customer to third parties.

5.8 Node4 shall not be liable in respect of any contract, agreement or relationship that Customer may have with any third party. If a dispute arises between Customer and a third party involving Node4's SIPLink Service, Node4 shall provide the Customer with reasonable information and assistance (to the extent that such is not adverse to Node4's interests (at Customer's expense) in the resolution of such dispute).

For the avoidance of doubt all charges and sums due to the Customer shall be paid in full by the Customer by the due date notwithstanding that the Customer may not have received payments from its End-User where the services are being resold. Any dispute between the Customer and its End-users is the sole responsibility of the Customer. Any fraud or other improper use of the service committed by the Customer or its End-Users shall not relieve the Customer of its payment obligation to Node4.

### 5.9 Suspension of Service

Node4 shall be entitled to suspend the SIPLink Services as set out in the General Terms and Conditions.

### 5.10 Warranty

The Customer warrants that it will not use the Products or Services or permit the same to be used contrary to the Acceptable Use Policy, the procedures set out in the Customer Handbook or the terms of the Agreement.

## 6. FAULT REPORTING AND MANAGEMENT

### 6.1. Fault Handling

Faults are handled as outlined in the Fault Reporting and Management Handbook current from time to time.

### 6.2. Maintenance Window

Where Node4 plans to perform essential works Node4 will use reasonable endeavours to perform such works during low traffic periods and will use reasonable endeavours to give the Customer at least five (5) days prior notice. In the event of an emergency or Service Affecting Fault such notice may be less than 24 hours. This is without prejudice to or limitation of the definition of Planned Outage.

### 6.3. Time To Resolve Fault (TTRF)

Severity Levels and TTRFs are as defined in Node4's Fault Reporting & Management Handbook current from time to time.

### 6.4. Fault Duration

All faults recorded by the Network Management System will be reconciled against the corresponding Fault Ticket Number raised by the Technical Support Centre. The exact fault duration will be calculated as the elapsed time between the fault being reported to the Technical Support Centre and the time when Service is restored.

### 6.5. Service Credits

Node4 will provide the Customer with service credits, as set out below, for the failure to meet the following targets:

Service Availability

- The Service is "Available" when calls can be made or received from the PSTN, excluding connectivity and customer equipment.
- The following equation will be used to calculate Service Availability. References to hours are to the number of hours (rounded to nearest hour) in the applicable Monthly Review Period:

$$\frac{((\text{Total hours} - \text{Total hours Unavailable}) / \text{Total hours}) \times 100}{}$$

### 6.8. Service Availability

Service Availability during Monthly Review Period (Switch Service)	Service Credits as % of [Monthly Rental Charge] <sup>4</sup>
<99.95%-99.8%	2%
99.79%-99.5%	5%
99.49%-99.0%	10%
98.9%-98.0%	15%
<98%	20%

### 6.9. Calculation of Service Credits

- Where a Monthly Review Period incorporates part of a month, any service credit will apply to a pro-rated monthly Rental Charge.
- Service credits will be calculated monthly, aggregated and credited to the Customer on a quarterly basis.
- If a Service is cancelled during a Monthly Review Period, no service credit will be payable in respect of that circuit for that Monthly Review Period.
- The Customer must claim any service credit due to a failure to meet the Service Levels, in writing, within twenty one (21) Business Days of the date at which the Customer could reasonably be expected to become aware of such failure, otherwise no service credits shall be payable. The Customer shall not be entitled to any service credits in respect of a claim unless and until Node4 has received notice of the claim in writing in accordance with the above. Should Node4 require additional information from the Customer, the Customer shall assist, and shall not be entitled to any service credits until Node4 has received all the information it has reasonably requested.

### 6.10. Exclusions to Payment of Service Credits

Without prejudice to or limitation of the definition of Service Availability, service credits will not be payable by Node4 to the Customer in relation to the Service Availability for faults or disruptions to the Services caused by any of the following:

- The fault, action or negligence of the Customer, its employees, agents or contractors;

- The Customer failing to comply with the provisions of the Agreement;
- A fault in, or any other problem associated with, equipment connected on the Customer's side of the Node4 Network termination point, except where such fault or problem is directly caused by the fault action or negligence of Node4, its employees, agents or contractors;
- Any event described in paragraph 8 (Force Majeure) of Node4's General Terms and Conditions;
- A failure by the Customer to give Node4 access to any equipment after being requested to do so by Node4; or
- Any Planned Outage.

Service credits are not applicable for more than one breach of any targets outlined in this document arising from the same occurrence.

In respect of any Monthly Review Period, the total amount of any service credits payable in relation to all Service Level breaches shall not exceed 50% of the monthly Charge for the affected Services.

The provision of service credits shall be the sole and exclusive remedy for the failure to meet the Service Levels for the SIPLink Services. Node4 shall have no additional liability to the Customer in respect thereof.