

# JAYTAG



**Jaytag Computer Limited**

Maddison House, 226 High Street, Croydon, Surrey, CR9 1DF

**Tel:** 0800 7879 258 or +44 (0)20 8761 4452

**Web:** <http://www.jaytag.co.uk>

## **Telephony Service Terms and Conditions (Schedule 2)**

Issue Date: 01/01/13

Version: 1.3



## 1. Preamble

1.1. These Telephony Service Terms & Conditions provide the agreed conditions of the Customer utilising the Telephony Services. These Telephony Service Terms & Conditions apply solely to the Telephony Services and are governed by the Jaytag Computer MSA. Upon an SOF being agreed between the Parties, these Telephony Service Terms & Conditions shall be incorporated into the Agreement.

## 2. Definitions

2.1. In these Service Terms & Conditions the following terms and phrases shall have the following meanings:

"Agreement" means the agreed terms and conditions of business between the Customer and Jaytag Computer as set out in the MSA, Jaytag Computer Addendum (if applicable), Partner Agreement (if applicable), the SOF, the applicable Service Terms & Conditions for the Service that is provided and defined under the SOF (for example "Colocation Service Terms & Conditions") and all Schedules and Annexes contained therein.

"Alias" means a DID which is associated to SIP Trunk where all setting are mirrored to the SIP Trunk.

"Average Traffic" means our reasonable assessment of common traffic patterns seen on the Network and as assessed by Jaytag Computer.

"Jaytag Computer" means Jaytag Computer Ltd whose principle place of business is Maddison House, 226 High Street, Croydon, Surrey, CR9 1DF company number 6059116.

"BT" British Telecommunications plc, registered in England with company number 1800000.

"Call" means a transmission path through an electronic communications network for the sending of signals, and a reference to conveyance of a Call by a Party means the establishment by that Party of a transmission path through that Party's network and the conveyance by that Party in accordance with this Agreement of a signal over such transmission path.

"CLID" means Calling Line Identification and is defined as the telephone number presented to the called party when a call is made.

"Colocation" means the act of situating multiple related items, with multiple owners, in a single location.

"Connection

Notice" means the formal notice of a Service being ready for Customer use and the beginning of the Service Commencement Date.

"Telephony AUP" means the acceptable usage policy for Telephony Services as defined in Annex B of these Telephony Service Terms & Conditions.

"Customer" means the business, partner or person as defined in the SOF.

"Customer Equipment" means any equipment used in conjunction with the Service as provided by the Customer.

"DID" means a direct inward dialling number.

"Emergency Call" means a Call from an End User to the emergency services made by dialling either 999 or 112.

"Emergency Organisation" means the relevant police, fire, ambulance or coastguard service.

"ETF" means early termination fees which are billed to the Customer for the premature termination of Services prior to the end of the Initial Term or any Subsequent Term as further detailed in MSA.

"Excess Usage" means any usage of Services that exceeds the agreed amount stated within the SOF.

"Fees" means any amount billed to the Customer for the provision of a Service, Support Service or

# JAYTAG



**Jaytag Computer Limited**

Maddison House, 226 High Street, Croydon, Surrey, CR9 1DF

**Tel:** 0800 7879 258 or +44 (0)20 8761 4452

**Web:** <http://www.jaytag.co.uk>

Excess Usage.

"Force Majeure Event" means any cause beyond a Party's reasonable control affecting the performance of its obligations hereunder including but not limited to fire, flood, explosion, accident, act of terrorism, war or warlike operations, strike, embargo, acts of any governmental authority (including refusal or revocation of any licence or consent), Act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, inability to secure materials and industrial disputes (excluding disputes involving the employees of either Party).

"Hosted VoIP" means a Jaytag Computer hosted system that allows a Customer to connect one or more VoIP enabled telephone handsets to an external hosted VoIP PBX via an internet connection for the purpose of making and receiving telephone calls.

"Handover Document" means the document provided to the Customer upon handover of the active Service to the Customer.

"Initial Term" means the minimum contracted period of a Service as defined within the SOF as measured from the Service Commencement Date.

"Master AUP" means the acceptable usage policy as defined within Schedule 4 of the applicable Service Terms and Conditions

"MSA" means the Jaytag Computer Master Service Agreement.

"Network Termination Point" means the physical point at which an End User is provided with access to a public electronic communications network and, where it concerns electronic communications networks involving switching or routing, that physical point is identified by means of a specific network address, which may be linked to the telephone number or the name of the End User;

"Ofcom" the Office of Communications, Riverside House, 2A Southwark Bridge Road, London SE1 9HA, or any of its successors.

"Office Hours" means 9.00AM to 5.00PM on any Working Day.

"Parties" means Jaytag Computer and the Customer.

"PBX" means private branch exchange.

"PSTN" means public switching telephone network.

"Rates" means the chargeable amount to the Customer for minutes used in respect of the VoIP Service as advised by Jaytag Computer from time to time during the Service Term.

"Service" means the provision of a product or communication/data services as described in the Service Details section of the SOF.

"Service Charge" means the recurring charge to be paid by the Customer to Jaytag Computer for the period defined in the Payment Profile of the SOF for the agreed Services.

"Service Commencement Date" means the date from when the beginning of the Initial Term is measured as defined under Term and Termination in the MSA.

"Service Credit" means a credit applied to the Customer's account in respect of the event of an unexcused failure by Jaytag Computer to achieve the SLA's, as defined in Annex A of the applicable Service Terms & Conditions.

"Service Equipment" means any equipment provided to the Customer for the purpose of delivering a Service to the Customer.

"Service Outage" means a period of time in which an active Service, provided by Jaytag Computer to the Customer, is unavailable in such a manner as defined in the applicable Service Terms & Conditions.

"Service Term" means the Initial Term and any active Subsequent Term in which Jaytag Computer provides a Service to the Customer.

"Service Terms & Conditions" means the terms and conditions that form part of this Agreement that apply solely to the uptake of the applicable Service as defined by the SOF.

"SIP Trunk" means a session initiation protocol connection that connects the Customers PBX to

# JAYTAG



**Jaytag Computer Limited**

Maddison House, 226 High Street, Croydon, Surrey, CR9 1DF

**Tel:** 0800 7879 258 or +44 (0)20 8761 4452

**Web:** <http://www.jaytag.co.uk>

Jaytag Computer to allow the Customer to make and receive telephone calls.

"SLA" means Service Level Agreement as defined within Annex A of the applicable Service Terms & Conditions.

"SOF" means the Jaytag Computer Service Order Form.

"Subsequent Term" means the extension of the Service Term by a period as defined in the SOF which shall commence in conjunction with the conclusion of the Initial Term or any other Subsequent Term.

"Support Services" means Services that are provide by Jaytag Computer or its representatives in support to a Service that is being delivered.

"Telephony" means any VoIP related Services that are provided under these Telephony Service Terms & Conditions as may be advised to the Customer from time to time.

"Termination Notice Period" means the minimum period of time that Jaytag Computer or the Customer must provide to the other Party prior to the end of the Initial Term or any Subsequent Term in order to conclude the Services at the end of the Service Term, as defined in the applicable Service Terms & Conditions.

"VoIP" means voice over internet protocol.

"Working Day" means any day other than a Saturday or Sunday or a public or bank holiday in England.

### 3. Service Provision

3.1. The following Service provisions are agreed between Jaytag Computer and the Customer;

- a) Calls from Jaytag Computer SIP Trunks (including Alias') to other Jaytag Computer SIP Trunks (including Alias') are free of charge.
- b) The Customer agrees that Jaytag Computer Telephony Services are strictly prepaid unless the Parties agree otherwise in writing.
- c) All of Jaytag Computer's Telephony Services can include a DID number or IP address/SIP Trunk that allows the Customer or its users to receive calls from the PSTN outside of the Jaytag Computer network.

3.2. The Customer is responsible for all Fees incurred through use of the Telephony Service prior to Jaytag Computer confirming termination of the Telephony Service.

3.3. Telephony Services may be provided by Jaytag Computer to the Customer by use of a SIP Trunk or Hosted VoIP solution. The customer acknowledges that it may be necessary for the Customer to provide other equipment or services in order to make use of Jaytag Computer Telephony Services, which may include but is not limited to the following:

- a) VoIP enabled PBX System
- b) VoIP enabled telephone handsets
- c) Suitable Internet connectivity

3.4. Further to clause 3.3, the provision and availability of certain telephony features (e.g. Calling Line Identity Presentation) may be dependent for their operation on the Customer provided equipment, for which the Customer is solely responsible.

# JAYTAG



**Jaytag Computer Limited**

Maddison House, 226 High Street, Croydon, Surrey, CR9 1DF

**Tel:** 0800 7879 258 or +44 (0)20 8761 4452

**Web:** <http://www.jaytag.co.uk>

3.5. Jaytag Computer may bar the availability of certain numbers, Services or features at our sole discretion. We will use this discretion with regard to the anomalous use of your Service in order to try to protect you from fraud or unauthorised usage, although we do not guarantee such protection. Without limitation this may include: call diversion to certain international numbers; calling card access numbers; and certain international destinations;

3.6. The Customer is responsible for ensuring that the Customer account is secure by ensuring a secure password is applied to each SIP Trunk. In the event that any Fees are incurred on the Customer account as a result of the Customer's failure to implement suitable security measures (including without limitation, hacking of the Customer account), the Customer shall be solely liable for such Fees.

#### 4. Service Fees

4.1. All Fees in relation to the Services are subject to change from time to time upon written notification to the Customer and shall become applicable to the Customer account 30 days after such revision and notification, unless otherwise specified within these terms and conditions.

4.2. Rates revised further to clause 4.1 shall become applicable to the Customer account 5 days after such revision and notification. The Customer is solely responsible for ensuring it monitors the Rates in relation to VoIP use.

4.3. Rates are quoted on a per minute basis and exclusive of Value Added Tax. The charge for each Call will be calculated on a per second basis, and the charge for each call will be rounded up to the nearest 10th of a penny. A minimum call charge may also apply.

4.4. The cost of a call depends on the time of day, the destination and the duration. The timed duration of a call begins on the receipt of an answer signal from the terminating operator. Jaytag Computer will not be held responsible for any situation where this is generated in error.

4.5. The duration of a Call ends on the receipt by Jaytag Computer of a "call clear" message from either the Customer's equipment or the Terminating Operator's equipment. It is the responsibility of the Customer to ensure that this signal is received by Jaytag Computer.

4.6. All charges for shipping and storage shall be payable by the Customer.

4.7. Jaytag Computer reserves the right to review Average Traffic. In the event that the traffic average is abnormal to the Average Traffic, Jaytag Computer reserves the right to adjust the Rates.

4.8. Jaytag Computer's rates are based upon a standard profile of the distribution of traffic for retail Customers. If access costs for a Customer's traffic are higher than Jaytag Computer's average cost based upon a standard traffic profile, we may increase the Rates for the Customer's service upon reasonable written notice. Jaytag Computer's average access cost will be calculated on the same period used to analyse the Customer's traffic.

# JAYTAG



**Jaytag Computer Limited**

Maddison House, 226 High Street, Croydon, Surrey, CR9 1DF

**Tel:** 0800 7879 258 or +44 (0)20 8761 4452

**Web:** <http://www.jaytag.co.uk>

4.9. Upon review of Customer traffic Jaytag Computer reserves the right to amend specific Customer rates should the average call duration of the Customer fall below one 1 minute. Such revision of rates shall be advised to the Customer in writing and then take immediate effect.

4.10. In the event that the Customer requires multiple Alias' under a SIP Trunk, each Alias shall be charged as an independent connection across the SIP Trunk.

## 5. Credit Facilities

5.1. At Jaytag Computer's sole discretion, it may offer to the Customer a credit facility in relation to Telephony Services. In such circumstance the Customer shall ensure timely payment of any properly due invoices. Jaytag Computer reserves the right to revoke any credit facility provided to the Customer at any point and without notice if, acting in good faith, Jaytag Computer has reason to believe that the Customer:

- a) does not intend to make payment for Services utilised on the Customer's account; or
- b) is financially unstable or is not financially capable to make payment for Services utilised on the Customer's account.

5.2. In the event that Jaytag Computer revokes a credit facility pursuant of Clause 5.1, the Customer shall make immediate payment to Jaytag Computer for any outstanding amounts on the Customer account.

5.3. It is agreed by the Parties that in the event that Jaytag Computer revokes a credit facility from a Customer's account, under no circumstance shall Jaytag Computer be liable for any repercussions arising from such actions being taken.

## 6. Service Suspension

6.1. Pursuant of Clauses 14.1 and 14.2 the Customer shall have 7 days to comply with any reasonable request provided by Jaytag Computer in writing to the Customer. Failure to adhere to this Clause 6.1 shall result in a suspension of Service.

6.2. The Customer shall strictly adhere to both the Master AUP and the Telephony AUP. Failure to adhere to this Clause 6.2 shall result in a suspension of Service.

## 7. Maintenance

7.1. If the Customer detects any defect or impairment in the operation or performance of the Telephony Service delivery, it shall notify Jaytag Computer of the nature of such defect or impairment. Jaytag Computer shall respond in accordance to the SLA after such notification and shall make the necessary corrections to the Service or Service Equipment in accordance with the SLA.

7.2. If Jaytag Computer detects any defect or impairment in the operation or performance of the Customer Equipment, it shall notify the Customer of the nature of such defect or impairment. The customer shall follow Jaytag Computer's reasonable instructions to amend the defect or impairment.

# JAYTAG



**Jaytag Computer Limited**

Maddison House, 226 High Street, Croydon, Surrey, CR9 1DF

**Tel:** 0800 7879 258 or +44 (0)20 8761 4452

**Web:** <http://www.jaytag.co.uk>

7.3. Jaytag Computer will be entitled to charge the Customer and the Customer will pay a Fee at Jaytag Computer's then current reasonable charging rates to the extent that the need for any maintenance results from any one or more of the following;

- a) Misuse or neglect of or accidental or wilful damage to the Service Equipment or facility where such misuse, neglect or damage occurs as a result of Customer action in inaction; or
- b) Failure by the Customer to comply with any of the provisions of this Agreement;

PROVIDED THAT in the case of any event referred to in Clause 7.3 Jaytag Computer shall have given the Customer reasonable written notice of its intention to charge such Fee.

7.4. If a Customer prevents or delays the performance of maintenance due to the Customers action or inaction, Jaytag Computer shall have the right to charge to the Customer all reasonable costs incurred by such delay or prevention.

7.5. Jaytag Computer may suspend the Service from time to time for necessary technical reasons and (including without limitation Service Equipment upgrades or Service degradation mitigation) without invalidating its SLA provided that 3 days' notice via the Jaytag Computer's NOC (noc.Jaytag Computer.ltd.uk) and the period of suspension does not exceed more than 1 hour.

7.6. Jaytag Computer may suspend the Service from time to time for necessary technical reasons and (including without limitation Service Equipment upgrades or Service degradation mitigation) without invalidating its SLA provided that 5 days' notice via the Jaytag Computer's NOC (noc.Jaytag Computer.ltd.uk) and the period of suspension although greater than an hour does not become unreasonable.

7.7. Jaytag Computer may suspend the Service with immediate effect and without prior notification in the unlikely event of an emergency. Any emergency maintenance shall only be performed if Jaytag Computer acting in good faith and using Best Industry Practise establishes an immediate danger to any of the following;

- a) the Customer or it employees, any Jaytag Computer employee or any third party; or
- b) Customer Equipment or Service Equipment; or
- c) a Colocation facility (inclusive of any related facility equipment); or
- d) a Force Majeure Event.

## 8. Services Outages

8.1. In the event of a Service Outage Jaytag Computer shall use all reasonable endeavours to reinstate Service as soon as reasonably practicable.

8.2. For the avoidance of doubt, Jaytag Computer does not offer Service Credits in relation to Telephony Services.

# JAYTAG



**Jaytag Computer Limited**

Maddison House, 226 High Street, Croydon, Surrey, CR9 1DF

**Tel:** 0800 7879 258 or +44 (0)20 8761 4452

**Web:** <http://www.jaytag.co.uk>

## 9. Termination of Services

9.1. The Termination Notice Period for any Telephony Service is no less than 90 days prior to the end of the Initial Term or any Subsequent Term.

9.2. Should either Party wish to terminate a Telephony Service it must provide written notification of its intent. Such notification must be provided in accordance with Clause 9.1.

9.3. If neither Party provides notice to the other of its intent to terminate a Telephony Service in accordance with Clause 9.1, it shall be accepted as a tacit response on behalf of both Parties of their intent to extend the Service Term by a minimum of the Subsequent Term.

9.4. Upon notice of termination of the Telephony Service Jaytag Computer shall issue to the Customer a final invoice for all outstanding amounts. The Customer shall make immediate payment of the invoice.

## 10. Customer Responsibilities

10.1. The Customer agrees;

- a) to provide equipment and facilities required to support the Services' configurations and delivery; and
- b) to use Services only in accordance with the terms of this Agreement; and
- c) to obtain any and all required licenses and permits relating to the Customer's use or resale (if permitted) of the Services.

## 11. Emergency Calls

11.1. Jaytag Computer shall make all reasonable endeavours to convey Emergency Calls to a BT Emergency Centre, from where they will be handed over to an Emergency Organisation by BT.

11.2. Jaytag Computer shall enable the Customer to submit address or location information with respect to its End Users to the BT Emergency Centre database.

11.3. Emergency Call Services shall only be available for access by persons using a telephone number conforming to the National Telephone Numbering Plan and originating from a calling party located in the mainland UK. The Service cannot be used by callers from the Isle of Man or the Channel Islands.

11.4. The Customer shall convey all Emergency Calls to Jaytag Computer with the CLID (which may be used by an Emergency Organisation to call or locate the calling party). Any call presented without a CLID, or that has not had address data submitted for the CLID, may be rejected.

11.5. The Customer shall, in a timely manner, handle, process and reply to all enquiries and complaints about Emergency Calls.



# JAYTAG



**Jaytag Computer Limited**

Maddison House, 226 High Street, Croydon, Surrey, CR9 1DF

**Tel:** 0800 7879 258 or +44 (0)20 8761 4452

**Web:** <http://www.jaytag.co.uk>

11.6. The Customer shall provide and, as appropriate, amend and delete its records, maintaining data accuracy by timely provision to Jaytag Computer of the following records:

- a) a telephone number that may be used to call the End User;
- b) the End User's name and installation address (including post code) for each Network Termination Point. For End Users with nomadic applications that use more than one Network Termination Point, the installation address is where the application is normally used
- c) whether End Users making Emergency Calls using a VoIP service will use, or be likely to use, more than a single Network Termination Point.
- d) End User records will be provided in the stipulated format by a means of electronic data exchange.

11.7. The Customer acknowledges and accepts that VoIP equipment relies on a constant power supply to continue working. If power is interrupted, (For example during a power cut) VoIP equipment will no longer continue to function (This includes without limitation access to Emergency Calls and the ability to make a telephone call as a whole). Jaytag Computer strongly recommends that the Customer always ensures that any user of the Telephony Services keeps a secondary method for communication in case of Emergency Situations. The Customer hereby indemnifies and holds harmless Jaytag Computer against any claim or action taken against Jaytag Computer as a result of the Customers inability to access the Emergency Call Services.

11.8. The Customer shall provide a 24 hour contact number that may be called by the BT Emergency Centre or the Emergency Organisation to confirm location information held regarding the End User. This number must be answered by an operator, not an Interactive Voice Response system.

11.9. In the event that the Customer resells the Telephony Services provided to a third party, the Customer shall:

- a) be solely responsible for ensuring that any end users of the Service are able to access Emergency Calls in line with the Ofcom General Condition 4 (Emergency Calls) of the General Conditions Entitlement.
- b) ensure that location information is provided by the Customer's end users (and their potential end users). Such information must indicate the Geographical location of the terminal equipment of the person who is initiating the call.
- c) be solely responsible for and accept all liability for ensuring that the information of their end users (and their potential end users) is accurate and up to date. From the 25th of May 2011 Ofcom may enforce a penalty of 10% of the Communications Providers turnover plus an additional £20,000.00 for each day that the non compliance to this regulation continues. For the avoidance of doubt, the Customer is the Communications Provider to their Customers.
- d) provide a 24 hour contact number that may be called by the BT Emergency Centre or the Emergency Organisation to confirm location information held regarding the Customer's end users (and their potential end users). This number must be answered by an operator, not an Interactive Voice Response system.
- e) be solely responsible for informing its end users (and their potential end users) of the limitations of VoIP originated Emergency Calls with respect to the following:
  - i) that the VoIP application requires a power source and enabled internet connection to make Emergency Calls;

# JAYTAG



**Jaytag Computer Limited**

Maddison House, 226 High Street, Croydon, Surrey, CR9 1DF

**Tel:** 0800 7879 258 or +44 (0)20 8761 4452

**Web:** <http://www.jaytag.co.uk>

- ii) that the calling party is required verbally to provide their location to the BT Emergency Centre when making a VoIP originated Emergency Call; and
- iii) that VoIP originated Emergency Calls may have to pass over the public internet where they will not receive the same network priority or quality assurance as an Emergency Call made on a mobile network or on a circuit-switched fixed line.

11.10. The customer agrees to indemnify, defend and hold Jaytag Computer harmless against and assumes liability for all actions, inactions, demands, damages or claims of any nature arising as a result of the failure of the Customer to adhere to the terms as set out in clause 11.9.

## 12. Number Sub-Allocation

12.1. Jaytag Computer shall at its sole discretion, sub-allocate Geographic and Non Geographic number ranges to the Customer. Jaytag Computer may also substitute number ranges sub-allocated to the Customer if this is required for regulatory, statutory or legal reasons, and in such instance shall notify the Customer as soon as is reasonably practicable.

12.2. Any number range sub-Allocation may incur fees and be subject to further conditions associated with its sub-allocation to the customer, with such fees and conditions to be advised prior to the number range's sub-allocation.

12.3. Jaytag Computer complies with Ofcom requirements to use numbers correctly following their allocation. Therefore Jaytag Computer may serve reasonable notice to revoke any sub-allocated number range from the Customer should they fail to be used within a 3 month period.

12.4. The Customer must provide Jaytag Computer with information regarding the utilisation of sub-allocated number ranges as reasonably requested by Jaytag Computer from time to time.

## 13. Number Porting

13.1. Jaytag Computer will comply with all requests for porting of any Number Allocation on reasonable terms from other communications network operators as soon as is reasonably practicable.

13.2. The porting of a number from another communications network operator may incur fees and be subject to further conditions associated with porting for use of the Jaytag Computer Service, with such fees and conditions to be advised prior to the number being ported to the Jaytag Computer Service.

13.3. The Customer acknowledges that despite Jaytag Computer's best endeavours it may not always be possible to port a given number for use on the Jaytag Computer Service. In the event that this should occur the Customer agrees that Jaytag Computer may, at its sole discretion, provide the Customer with an alternative number as a substitute to any number that cannot be ported.

13.1. The Customer agrees that Jaytag Computer will manage the porting of all numbers to used in connection with the Jaytag Computer Service and that the Customer must comply with all relevant legislation and regulation regarding number porting. For the avoidance of doubt Jaytag Computer

# JAYTAG



**Jaytag Computer Limited**

Maddison House, 226 High Street, Croydon, Surrey, CR9 1DF

**Tel:** 0800 7879 258 or +44 (0)20 8761 4452

**Web:** <http://www.jaytag.co.uk>

will not port a number where the Customer has not complied with this clause.

## 14. Miscellaneous

14.1. The Customer warrants that it shall ensure that any Customer Equipment connected to the Service Equipment or the Jaytag Computer network shall comply with all relevant legislation, standards and licence requirements and shall be in good working order and suitable for the purposes for which it will be used in relation to Jaytag Computer Services. Jaytag Computer reserves the right to disconnect any Customer Equipment which is not compliant with any legal or regulatory requirements or is liable to cause death or personal injury or to cause damage to or to impair the Service Equipment. The Customer shall indemnify, defend and hold Jaytag Computer harmless from any liability incurred as a result of its failure to comply with this Clause 14.1.

14.2. The Customer warrants and undertakes that it:

- a) shall house any Service Equipment in accordance with Jaytag Computer's reasonable instructions as may be given from time to time;
- b) shall not move, modify, relocate or in any way interfere with the Service Equipment;
- c) shall not cause the Service Equipment to be repaired, serviced or otherwise attended to except by an authorised representative of Jaytag Computer;
- d) shall not remove, tamper with or obliterate any words or labels on the Service Equipment;
- e) shall not create or allow any charges, liens, pledges or other encumbrances whatsoever to be placed on the Service Equipment. Title to the Service Equipment shall at all times belong and remain with Jaytag Computer or the relevant Jaytag Computer Affiliate;
- f) shall not use the Service Equipment except in accordance with such reasonable written instructions, as Jaytag Computer may from time to time give;
- g) shall not dispose of the Service Equipment other than in accordance with Jaytag Computer's written instructions or authorisation;
- h) shall not use Service Equipment beyond the capacity that it has been provided under the SOF or supporting documentation.

14.3. The Customer shall ensure that it provides all relevant contact details requested under the Customer Information form.

14.4. Jaytag Computer shall provide to the Customer a Service Specification form with further detailed information relating to the Service specified in the SOF.

14.5. The Customer shall grant or shall procure the grant to Jaytag Computer of all licences, waivers or consents necessary to permit Jaytag Computer to install or setup the Customers Telephony Service which may require access to Customer Equipment.

14.6. The Customer shall provide to Jaytag Computer all reasonable information required for Jaytag Computer to perform its obligations under this Agreement. The Customer shall ensure that any information that is given to Jaytag Computer is accurate in all material respects.

# JAYTAG



**Jaytag Computer Limited**

Maddison House, 226 High Street, Croydon, Surrey, CR9 1DF

**Tel:** 0800 7879 258 or +44 (0)20 8761 4452

**Web:** <http://www.jaytag.co.uk>

## 15. IP Addresses

15.1. Jaytag Computer may assign to the Customer IP addresses as part of the provision of Services. Any such IP address (to the extent permitted by law) shall revert to Jaytag Computer after termination of the Customer's Service. The Customer shall cease using such addresses upon termination of the Service and at any time thereafter Jaytag Computer may re-assign such address to another user or Customer.

15.2. All IP addresses requested by the Customer shall be accompanied with a Ripe IP justification form as provided by Jaytag Computer from time to time.

15.3. In the event that the Customer wishes to use their own PI space, the Customer shall provide Jaytag Computer with the details of the relevant PI space in writing and Jaytag Computer shall, at its discretion, route this accordingly. If the Customer utilises its own PI space, it shall retain ownership of the PI space until such point where it is surrendered by the Customer.

15.4. Should the Customer require an advance routing facility, Jaytag Computer reserves the right to charge for such facility and advise the customer accordingly.



## Annex A – Telephony SLA

### 1. Overview

1.1. This Service applicable SLA provides details of the Jaytag Computer's response times in relation to Service Outages.

### 2. Responses Times

2.1. Jaytag Computer shall use all reasonable endeavours to respond to Customer requests for Support Services within the SLA set out below subject to the following:

- a) Priority 1 and 2 Problems, as defined below, must be raised via a telephone call to Jaytag Computer in order to benefit from the stated response times. If a Priority 1 or 2 Problem is raised via E-Mail this must be immediately followed up with a telephone call to Jaytag Computer.
- b) Priority 3 and 4 Problems, as defined below, will not be addressed during Non Office Hours.

Service Priority	Problem	Response Time (Office Hours)	Response, Time (Non Office Hours)
1	Total loss of termination, unable to make/receive calls	30 Minutes	30 Minutes
2	Intermittent problems affecting inbound/outbound calls but not all	30 Minutes	30 Minutes
3	Unable to call a specific destination, other minor issues	8 Hours	N/A
4	Changes requested to set up/routing, requests for new features	24 Hours	N/A

\* A response shall be deemed as an appropriate person with the relevant skills and tools to evaluate the problem and commence the process of taking remedial action.

2.2. In the event that a Customer raises a request for Support Services erroneously Jaytag Computer reserves the right to charge the Customer in accordance with the current remote hands charges (as published by Jaytag Computer from time to time).

### 3. Service Outages

3.1. Where reasonably practicable Jaytag Computer shall endeavour to place a notification of a Service Outage on the Jaytag Computer website ([www.jaytag.co.uk](http://www.jaytag.co.uk)) within 30 minutes of a Service Outage occurring.

3.2. In the event of a Service Outage Jaytag Computer shall use all reasonable endeavours to resume Service with the minimum delay.

# JAYTAG



**Jaytag Computer Limited**

Maddison House, 226 High Street, Croydon, Surrey, CR9 1DF

**Tel:** 0800 7879 258 or +44 (0)20 8761 4452

**Web:** <http://www.jaytag.co.uk>

#### 4. Telephony SLA Service Credits

4.1 For the avoidance of doubt, Jaytag Computer does not offer Service Credits in relation to Telephony Services.

# JAYTAG



**Jaytag Computer Limited**

Maddison House, 226 High Street, Croydon, Surrey, CR9 1DF

**Tel:** 0800 7879 258 or +44 (0)20 8761 4452

**Web:** <http://www.jaytag.co.uk>

## Annex B – Telephony AUP

1. The examples named below are not exhaustive or limited to that which is stated. The examples below are provided solely for guidance to the Customer.

1.1. The Customer may not use Jaytag Computer's Telephony Service in a manner which;

- a) infringes on the intellectual property rights of us; or
- b) involves deceptive online marketing practices including, without limitation, practices that violate the United Kingdom's Advertising Standards Agency guidelines for proper online marketing schemes; or
- c) violates any specific instructions given by us for reasons of health, safety or quality of any other telecommunications services provided by us or by reason of the need for technical compatibility of equipment attached to our Network; or
- d) materially affects the quality of any telecommunications services provided by us.

1.2. Prohibited activities also include, but are not limited to, the following: or

- a) unauthorised use (or attempted unauthorised use) or sabotage of any computers, machines or networks; attempting to interfere with or denying service to any user or host (e.g. denial of service attacks and/or DNS spoofing attacks); or
- b) "Phreaking" the act of using various audio frequencies to manipulate a third party's systems without the permission of the third party.
- c) using any program/script/command, or sending messages of any kind, designed to interfere with a third party customer terminal session, via any means, locally or via the Internet; or
- d) "phishing", that is simulating communications from and/or the website or other service of another entity in order to collect identity information, authentication credentials, or other information from the legitimate users of that entity's service; or
- e) "pharming", that is using malware, DNS cache poisoning or other means to redirect a user to a website or other service that simulates a service offered by a legitimate entity in order to collect identity information, authentication credentials, or other information from the legitimate users of that entity's service transmitting or receiving, uploading, using or reusing material which is abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or similar third party rights;

2. The Customer may only present a CLID to any called party that is:

- a) legally assigned to the Customer either through being provided by Jaytag Computer or a Third Party Telecommunications Operator; or
- b) if legally assigned to a third party, by virtue of written legal permission being granted to the Customer for use of the CLID from the person or company to whom the given CLID is legally assigned to.