

## **SDT Limited - Supplementary terms for the supply of Hosted IP Telephony Services**

The Services set out in this Supplement shall be supplied by SDT to the Customer on the terms and conditions set out in SDT's Master Terms and the terms and conditions of this Supplement. All definitions set out in the Master Terms shall, unless otherwise specified below, have the same meaning when used in this Supplement.

### **1. SUPPLEMENTARY DEFINITIONS**

1.1 In this Supplement, the following definitions shall apply:

**'Access Services'** means either the physical connection between the Customer's site and the Core Network or a broadband service-based connection, neither of which, for the avoidance of doubt, are provided under the terms of this Supplement;

**'Artificial Inflation of Traffic'** means the flow of Calls to any particular revenue share service which is as a result of the activity of a Customer, disproportionate to that which would be expected from good faith commercial practice and usage of the Telephony Services;

**'Bundle'** means a subscription to additional features including monthly usage allowance, for defined Call types, to be used by the Customer on a fair usage basis;

**'Call'** means a signal, message or communication that is silent, spoken or visual on a Line that is provided to the Customer by SDT under the terms of this Agreement;

**'Calling Line Identity' ('CLI')** means the identity allocated to the originating Call;

**'Communications Act'** means the Communications Act 2003 as amended by the Digital Economy Act 2017 and all other re-enactments;

**'Commencement Date'** The date that the service becomes live and the date which charges commence from;

**'Core Network'** means the communications equipment and communication lines and circuits provided by SDT (excluding the Access Services, the Public Internet and the Customer Premises Equipment), for the provision of the Telephony Services;

**'Customer Premises Equipment' ('CPE')** means network equipment provided by SDT which shall be located at the Customer's premises, including network terminating equipment, routers and media gateways;

**'Emergency Call'** means a Call made to either '999' or '112';

**'Emergency Maintenance'** means any period of maintenance for which, due to reasons beyond its reasonable control, SDT is unable to provide prior notice of;

**'Emergency Services Organisation'** means any emergency service organisation including police, fire brigade and ambulance services;

**'End User'** means a user of the Services subscribed to by the Customer;

**'Equipment'** means hardware including routers, switches and telephone handsets, which is approved by SDT for use with the Telephony Services;

**'Exchange'** means the local point of presence in the Core Network;

**'General Conditions'** means the General Conditions of Entitlement set by Ofcom pursuant to its powers under the Communications Act;

**'Hosted Telephony Platform'** means SDT's Core Network-located telephony exchange which provides full function telephony exchange functionality and routing for Calls;

**'LAN'** means the local area network situated at the Customer's site(s) and under the control of the Customer;

**'Line'** means the connection that is provided to the Customer by SDT under the terms of this Agreement;

**'Minimum Notice Period'** means the minimum number of days' notice required to terminate this Agreement, as set out on the Order;

**'Number Translation Services' ('NTS')** means the service that provides non-geographic numbers;

**'Ofcom'** means the Office of Communications or any competent successor;

**'PCI-DSS'** means the Payment Card Industry Data Security Standard;

**'Planned Maintenance'** means any period of maintenance for which SDT has provided prior notice, as set out in the attached Service Schedule;

**'PSTN Line'** means an analogue telephone Line that is connected to the public switched telephone network via the local loop;

**'Public Internet'** means the world-wide collection of private and public router-based networks that are interconnected via gateways and exchange points;

**'Regulator'** means Ofcom and any organisation to which Ofcom has delegated its responsibility for the regulation of premium rate services, or any competent successor thereof;

**'RFS Date'** means the expected date that the service will be ready to use and all provisioning and testing complete;

**'Service Limitations'** means the Service Limitations set out in the Order;

**'Special Condition'** means any special conditions imposed by Ofcom pursuant to its powers under the Communications Act;

**'Subscriber Number'** means the number(s) allocated by SDT for use by the Customer;

**'Service Order Form'** official summary document to be signed by customer detailing the services provided including the agreement term, subsequent terms and any other special terms agreed;

**'Telephony Services'** means the hosted IP-based telephony services set out in the Service Schedule;

**'Toll Fraud'** means a crime whereby a third party obtains telecommunications services illegally.

## **2. TERM**

- 2.1 This Agreement will be deemed to come into effect on the Commencement Date set out on the Order and shall run From the RFS Date (the **'Ready for Service date'**) and shall then run for the Initial Term as set out in the Service Order Form (SOF) and for any Subsequent Term thereafter until terminated by either party according to the provisions of clause 11 of the Master Terms and clause 9 of this Supplement.
- 2.2 For the avoidance of doubt, if any additional Order for Telephony Services is raised subsequent to the issuance of the initial Order, a new Minimum Term shall arise in respect of the services covered by the additional Order.

## **3. PROVISION OF SERVICES**

- 3.1 The Services comprise the Telephony Services and support services as set out in the Order and described in the attached Service Schedule. SDT shall use reasonable endeavours to provide the Services twenty-four hours per day, subject to the limitations expressed in this Agreement. However, SDT does not make any representations as to the accuracy, completeness, compatibility, error-free nature or fitness for the Customer's purpose of the Telephony Services.
- 3.2 SDT shall use reasonable endeavours to provide each of the Services set out in the SOF to the Customer from by the RFS Date. During provisioning and testing, SDT shall carry out the necessary pre-service provision activities, including site survey(s), installation work and agreement by the RFS Date with the Customer.
- 3.3 The Services provided shall include those of the following as set out in the Order:
- (a) The provision of hosted IP-based Telephony Services;
  - (b) The provision of Subscriber Numbers and directory entries as specified by the Customer;
  - (c) The porting of existing geographic numbers (subject to the existence of appropriate porting agreements);

- (d) The provision of services to enable the Customer to make and receive Calls via the Hosted Telephony Platform, the Public Internet and the PSTN Line;
- (e) The provision of helpdesk services during the hours set out in the Service Schedule;
- (f) If set out on the SOF, installation of the Equipment at the Customer's site(s) and the provision of basic training in the use of the Equipment and the Telephony Services;
- (g) The provision of a basic itemised billing facility.

3.4 During the term of this Agreement, SDT shall be entitled to:

- (a) Change the technical specification of the Telephony Services for operational reasons, or to meet any statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Telephony Services;
- (b) Make alterations to the Telephony Services (including conversions, shifts, renumbers and reconfigurations). Such alterations may result in a temporary disruption to the Telephony Services and SDT will use reasonable endeavours to minimise any such disruption and will provide as much notice thereof as is reasonably possible.
- (c) For the sole purpose of protecting the Telephony Services, monitor the profile of Calls made and received using the Telephony Services for potential fraudulent or bad faith use and if in SDT's reasonable opinion, such Calls are adversely affecting the Telephony Services, SDT may suspend the provision of the Telephony Services.

3.5 In addition to its obligations set out the Master Term, SDT also warrants that it shall comply with the General Conditions and any Special Condition applicable under the provisions of the Communications Act.

3.6 SDT cannot guarantee and does not warrant that the Telephony Services will be free from interruptions, including interruption of the Telephony Services for operational reasons, interruption of the Telephony Services for emergency reasons or degradation of the quality of the Telephony Services.

#### **4. ACCEPTABLE USE**

4.1 The Customer agrees to use the Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by SDT from time to time.

4.2 The Customer agrees to ensure that the Telephony Services are not used by its End Users to:

- (a) Make or send abusive, defamatory, obscene, indecent, menacing, disruptive, nuisance or hoax Calls, email or other communications;

- (b) Send or knowingly receive Calls, emails, uploads or other communications in breach of the rights of third parties, including but not limited to those of quiet enjoyment, privacy and copyright;
- (c) Send or knowingly receive any material that is abusive, defamatory, obscene, indecent, menacing or disruptive;
- (d) Send or knowingly receive data in such a way or in such an amount so as to adversely affect the Core Network or Hosted Telephony Platform (or any part thereof) which underpins the Services, its suppliers or third parties;
- (e) Carry out any fraudulent, criminal or otherwise unlawful activity, including Artificial Inflation of Traffic;
- (f) Enable any other party or service provider to route Calls, emails or other communications through SDT's Core Network or Hosted Telephony Platform;
- (g) Obtain access to restricted areas of the Core Network;
- (h) Behave in any manner which in SDT's reasonable opinion brings SDT's name into disrepute;
- (i) Engage in conduct which amounts to improper or persistent misuse of a public telecommunications network or service within the meaning of sections 127 and 128 of the Communications Act;
- (j) Knowingly make available or upload any file that contain viruses, malware or otherwise corrupt data;
- (k) Falsify true ownership of software or data contained in a file that the Customer or End User makes available via the Telephony Services;
- (l) Falsify any user information or forge any addresses;
- (m) Act in any manner which threatens the security or integrity of the Core Network or of any computer system;
- (n) Violate general standards of internet use, including denial of service attacks, web page defacement and port or number scanning.

## **5. CUSTOMER'S OBLIGATIONS**

5.1 During the term of this Agreement, the Customer shall:

- (a) Pay all additional charges levied by SDT, including those arising from Call charges incurred by the Customer;
- (b) Pay all Call Charges including those incurred by unauthorised access to or use of the Telephony Services, including use of unbarred premium rate numbers and rogue diallers.

- 5.2 If (beyond SDT's reasonable control) Calls are routed other than by SDT's Hosted Telephony Platform, the Customer shall:
- (a) Pay any invoice(s) raised by third party supplier(s);
  - (b) Notify SDT immediately of any invoices for services raised by a third party for services that are covered by this Agreement.
- 5.3 The Customer shall ensure that adequate resilience is in place in the event of a power failure, including having the means to make Emergency Calls.
- 5.4 The Customer shall ensure that all reasonable measures to minimise Toll Fraud are implemented, as set out in clause 12 hereof.
- 5.5 If the Customer has subscribed to call recording services, the Customer shall:
- (a) Ensure full compliance with the statutory requirements for the use of such services; and
  - (b) Implement appropriate technical and organisational measures, including pseudonymisation and minimisation of data in an effective manner in order to meet the requirements inter alia of the Data Protection Legislation and PCI-DSS;
  - (c) Indemnify SDT against any claims made against the Customer which result from the use of such services and / or the Customer's non-compliance with clauses 5.5 (a) or 5.5 (b).
- 5.6 The Customer agrees that in all instances where it attaches Equipment that has not been provided by SDT to the Telephony Services that such Equipment shall be technically compatible and shall conform to the relevant standard or approval for the time being designated under the Communications Act, the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 and/or any instruction issued by SDT in relation thereto.
- 5.7 The Customer accepts that if it attaches Equipment that does not comply with the provisions of clause 5.6 and such Equipment in the reasonable opinion of SDT is causing disruption to the Telephony Services, SDT shall be entitled to suspend the provision of the Telephony Services forthwith.
- 5.8 The Customer shall provide a LAN at the Customer's site, the performance of which conforms to the requirements for provision of the Telephony Services, as set out in the Annex to the attached Service Schedule.
- 5.9 The Customer shall only connect Equipment to SDT's Core Network via connection points that are approved by SDT.
- 5.10 The Customer shall not copy, reverse engineer or modify any Software or copy any manuals or documentation provided by SDT under the terms of this Agreement.

- 5.11 The Customer shall co-operate reasonably with SDT's supplier if the supplier directly contacts the Customer to make or change appointments or to request information in respect of an installation or a fault.
- 5.12 If the Customer subscribes to a service that provides music on hold and the Customer uploads music files, the Customer agrees to obtain all necessary licences and permissions as may be required and indemnifies SDT against any and all claims that may be brought against SDT resulting from the use of any such music files.
- 5.13 The Customer shall comply with all applicable laws and regulations, including, but not limited to data protection and voice over IP and codes of conduct, including but not limited to those issued by the Regulator.
- 5.14 If the Customer elects to configure the Equipment to present the Calling Line Identity when an outgoing Call is made, the Customer shall:
- (a) Ensure that the CLI is of a national significant format, is allocated to the Customer and that the Customer possesses all necessary permissions in respect of the Line;
  - (b) Ensure that if the CLI is not allocated to the Customer, the Customer possesses current written consent for its use by the allocated owner and if such consent is revoked, the Customer shall immediately notify SDT;
  - (c) Ensure that under the terms of the CLI code of practice, the CLI presented is allocated to the Customer, is in use, is connected to a terminal and is capable of receiving Calls;
  - (d) Ensure that the functionality is used in accordance with any other provisions of the CLI guidelines published by the Regulator from time to time, and expressly the CLI shall not be:
    - (i) A premium rate number prefixed 09; or
    - (ii) A number that connects to a revenue sharing number that generates excessive or unexpected Call Charges.
- 5.15 If the Customer makes marketing calls or uses auto-diallers to make Calls via the Telephony Services, the Customer agrees to comply with the Privacy and Electronic Communications Regulations and any guidelines issued by the Regulator from time to time.
- 5.16 The Customer acknowledges that SDT shall be entitled to suspend or terminate the Services forthwith if the Customer breaches the terms of clauses 5.14 or 5.15 and the Customer hereby indemnifies SDT against any claims arising from any such breach.

## **6. SDT'S OBLIGATIONS**

- 6.1 During the term of this Agreement, and subject to the performance by the Customer of its obligations hereunder, SDT shall:

- (a) Provide the Services set out in this Agreement, subject to any Service Limitations set out in the Order and Service Schedule;
- (b) Provide the Customer with copies of documentation required to assist its use of the Telephony Services and provide the Customer with access to where such documentation exists only on a web interface;
- (c) Make available a helpdesk service that shall provide support and guidance in the use of the Telephony Services and manage the resolution of all Services-related Incidents raised by the Customer;
- (d) Respond to fault reports made by the Customer and make reasonable endeavours to repair any fault that is within the Telephony Services or which is directly caused by SDT, its employees, agents, subcontractors or suppliers;
- (e) Make reasonable endeavours to provide the Telephony Services by the RFS Date, but shall have no liability in the event of any failure to do so;
- (f) Use reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons SDT may place on the Telephony Services;
- (g) Comply with the Customer's requirements regarding telephone directory listing, as set out in the Order;
- (h) Subject to the appropriate number porting agreements being in place, make reasonable endeavours to comply with the Customer's requests for number porting and sub-allocation.

## **7. INDEMNITIES**

7.1 The Customer agrees to indemnify, defend and hold harmless SDT from and against any liabilities, actions, losses damages, judgements, costs, fines, claims or expenses incurred by SDT or any legal proceedings which are brought or threatened against SDT by a third party in the event of:

- (a) The Telephony Services being used in breach of the acceptable uses set out in clause 4 hereof, except where such a breach results from fraud by SDT;
- (b) The Customer being or having been in breach of clause 5.6 hereof;
- (c) Any fraud (except by SDT);
- (d) The Customer not having given permission for SDT or its subcontractors or suppliers to undertake work at the Customer's site.

7.2 If SDT becomes aware of any claim as set out in clause 7.1 it shall:

- (a) As soon as reasonably practical, notify the Customer of such claim;
- (b) Make no admission relating to such claim or legal proceedings without the agreement of the Customer, such agreement not to be unreasonably withheld or delayed.



- 7.3 SDT will indemnify the Customer against all claims and proceedings arising from the infringement of any Intellectual Property Rights which arise directly from SDT's provision of the Services to the Customer, PROVIDED always that such claims or proceedings are not directly or indirectly caused by the Customer:
- (a) Using the Telephony Services in conjunction with other Equipment or software or any other service not approved by SDT;
  - (b) Modifying or altering any Equipment or configuration thereof without the prior written consent of SDT;
  - (c) Using the Telephony Services otherwise than in accordance with the terms of this Agreement.

## **8. GENERAL**

- 8.1 The Customer acknowledges that title to the Subscriber Numbers supplied under the terms of this Agreement shall at all times be retained by SDT and the Customer agrees not to sell, transfer or otherwise re-allocate the number to a third party.
- 8.2 Upon written notice given by SDT's supplier, SDT's rights and obligations, including all accrued rights and obligations, shall be assigned and transferred to SDT or to its nominee.
- 8.3 SDT has no control over any data delivered to the Customer over the Lines provided by SDT and therefore cannot accept liability for loss or damage caused by malicious data including, but not limited to viruses, Trojan horses or spam.
- 8.4 If an appointment is made with the Customer for a visit to the Customer's site and at the appointed time SDT is unable to access the Customer's site, or the appointment is otherwise broken by the Customer, SDT shall be entitled to charge the Customer at the rate set out in the Tariff and if the Customer breaks an appointment for the installation of the Equipment and fails to agree a further installation date which falls within thirty days of the date of the broken appointment, SDT shall be entitled to terminate this Agreement and recover costs as set out in clause 10.
- 8.5 If SDT carries out work in response to a fault reported by the Customer and SDT subsequently determines that such fault either was not present or was caused by an act or omission of the Customer, SDT shall be entitled to levy a Charge to the Customer at the rate set out in the Tariff.
- 8.6 SDT shall not be responsible for the programming, configuration or management of the Customer Premises Equipment that has not been provided by SDT.
- 8.7 SDT may at its sole discretion implement traffic management measures, which may include bandwidth restrictions on heavy users of contended services, with the purpose of maintaining the quality of service amongst the wider group of users of the Telephony Services.

8.8 If SDT receives any notice, request or order made under the Communications Act, the Customer will do everything reasonably required by SDT to ensure that SDT will be in compliance with its obligations under the provisions of the Communications Act and any code promulgated or adopted by Ofcom in respect of the provision of the Services.

## **9. TERMINATION**

9.1 In addition to the provisions of clause 11 of the Master Terms, this Agreement may also be terminated:

- (a) By either party by giving the other party not less than the Minimum Notice Period in writing to terminate on the last day of the Minimum Term or any Additional Term thereafter;
- (b) By the Customer by giving thirty days' notice in writing if SDT makes changes to the terms of this Agreement which are materially disadvantageous to the Customer (save for any increases in the Charges) PROVIDED THAT such notice is given within fourteen days of the effective date of the change(s);
- (c) Forthwith by either party during the provisioning phase if SDT discovers technical issues (including the location of the Customer's site), which prevent it from being able to provide the Services or part thereof.

9.2 In the event of termination of this Agreement, howsoever occasioned, the Customer shall be responsible for:

- (a) Arranging for services to be provided by an alternative supplier; and
- (b) The payment of any charges due to SDT arising from the Customer's failure to arrange for services to be provided by an alternative supplier.

9.3 On termination, all Subscriber Numbers allocated to the Customer under the terms of this Agreement shall be transferred to SDT.

## **10. CHARGES AND PAYMENT**

10.1 In general, invoices for installation and setup, including number porting and sub allocation, shall be raised by SDT immediately following the Commencement Date, invoices for fixed periodic charges shall be raised in advance of the relevant period and invoices for all Call Charges, (whether incurred with the authorisation of the Customer or not) and any other charges incurred during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.

10.2 SDT shall commence charging for the Telephony Services from the Commencement Date, regardless of the date on which the Customer commences use of the Telephony Services. If

the Commencement Date does not correspond with SDT's invoicing period as set out in the Order, SDT shall charge the Customer at a pro-rata rate for the first invoicing period.

- 10.3 Except in the case of demonstrable error, all Charges will be calculated in accordance with data collected by or on behalf of SDT.
- 10.4 Charging for a Call shall commence from when an answer signal is received and cease when a release signal is received.
- 10.5 Call charges are based on number of seconds' duration, rounded up to the nearest penny. Call charges are set out in the Order and the Tariff.
- 10.6 Calls made by the Customer to numbers prefixed 0800, 0808, 03 and 0500 will be free of charge.
- 10.7 The Customer acknowledges that the prices quoted in SDT's literature and on the Order are estimates based on the rates prevailing at the time the Order is placed and as such are subject to change and that the rate charged will be the rate in force at the RFS Date.
- 10.8 The Customer acknowledges that the charges for the Minimum Term are calculated by SDT in consideration inter alia of the setup costs to be incurred by SDT and the length of the Minimum Term offered.
- 10.9 The Customer agrees that the Customer shall be liable for cancellation Charges, which shall be paid by way liquidated damages in the event that the Customer terminates this Agreement at convenience prior to the end of the Minimum Term or any Additional Term other than in accordance with the Minimum Notice Period, or SDT terminates this Agreement prior to the end of the Minimum Term or any Additional Term by reason of the Customer's un-remedied breach of the terms of this Agreement, whereupon the Customer shall be liable for the:
  - (a) Payment of all outstanding installation charges, including repayment of any discount that may have been applied; and
  - (b) Payment of all Charges for the Services, including Bundles and Equipment rental charges due up to the end of the Minimum Term.

## **11. LIMITATIONS**

- 11.1 The provision of the Telephony Services by SDT is contingent upon the Customer receiving Access Services at each of its sites, regardless of the Customer's current service provider for such services.
- 11.2 The Customer accepts that certain features of the Telephony Services (as described in the Service Schedule) may not be available at all sites due to technical and / or geographical factors, and that such limitations may not be realised until after commencement of the Telephony Services. In such circumstances SDT shall, having exhausted all reasonable

alternatives, be entitled to withdraw the provision of the Telephony Services, or Service Components thereof, from the affected site(s).

- 11.3 The Customer acknowledges that some number ranges may not be supported by SDT and may not be used in conjunction with the Telephony Services and that the porting of numbers may be subject to agreements that are or are not in place between SDT's supplier and the previous or current number range holder.
- 11.4 Under the terms of this Agreement, SDT shall have no responsibility for, or liability in relation to the Customer's LAN, nor for the performance thereof.
- 11.5 The Customer acknowledges and agrees that SDT shall be entitled to withdraw any CLI that has been allocated to the Customer but has remained unused for a period of three months and the Customer further agrees:
- (a) Not to redirect any unused CLI's to live CLI, fax, voicemail or recorded message services; and
  - (b) That SDT or its supplier shall be entitled to check that allocated CLI's are in proper use.

## **12. TOLL FRAUD**

- 12.1 The Customer is exclusively responsible for the prevention of Toll Fraud.
- 12.2 The Customer shall pay all Rental and Call Charges whether the Customer or a third party incurs the charges (without the authorisation of the Customer).
- 12.3 The Customer is exclusively responsible for the prevention of Toll Fraud, and if such Toll Fraud or other misuse occurs, the Customer is liable for all Charges incurred.
- 12.4 The Customer agrees to take all reasonable measures to minimise the risk of Toll Fraud, including:
- (a) Regularly changing system passwords;
  - (b) Regularly changing user passwords;
  - (c) Changing passwords as appropriate when employees leave;
  - (d) Not using passwords such as '0000', '1234', default passwords or reversed extension numbers;
  - (e) Barring premium-rate numbers wherever practicable;
  - (f) Barring international calls wherever practicable – in particular, barring calls to countries that the Customer doesn't deal with;
  - (g) Implementing network security measures including firewalls, security policies / access restrictions, use of encryption and limiting physical access.

- (h) Ensuring that any software used in conjunction with the Telephony Services is tested for malware including viruses, Trojan horses, logic bombs and worms.
  - (i) Ensuring that the Customer's LAN and any equipment connected thereto is fully protected against all known vulnerabilities.
- 12.5 SDT shall not be liable for any losses, costs or damages arising from Toll Fraud.
- 12.6 The Customer shall notify SDT immediately if it becomes aware of or has reasonable suspicion that fraudulent or illegal misuse of the Telephony Services may have or will take place and:
  - (a) Upon notification, SDT shall take immediate steps to suspend the relevant part or parts of the Telephony Services and ensure that no further traffic is permitted on the relevant Lines; and
  - (b) SDT shall not be liable for any charges or liabilities incurred by the Customer prior to the suspension of the Telephony Services.
- 12.7 If, in the reasonable opinion of SDT, the Customer's Call profile is or becomes indicative of fraudulent activity, SDT shall be entitled to suspend the Telephony Services immediately without notice.

### **13. SPECIFIC ISSUES RELATED TO THE TELEPHONY SERVICES**

- 13.1 The point of connection for the Telephony Services is the Customer-LAN facing port(s) on the CPE router. SDT shall not be responsible for the transport of data to telephone handsets via the Customer's LAN.
- 13.2 Charges for the rental of Equipment shall commence on the day that the Equipment has been installed at the Customer's site.
- 13.3 The Customer acknowledges that SDT's Telephony Services are not a public telephony service and as such only confer limited functionality and resilience regarding public Emergency Calls. Specifically, but not exclusively 999 and 112 emergency numbers will not be available via the Telephony Services in the event of:
  - (a) Power outage at the Customer's site;
  - (b) Failure in the Customer's LAN;
  - (c) Failure / outage of the Telephony Services;
  - (d) Failure of the Public Internet.
- 13.4 With regards to its obligations to make available facilities for the placement of public Emergency Calls, the Customer undertakes to:

- (a) Maintain a PSTN Line for making Emergency Calls in the event of a power outage or failure (howsoever occasioned) of the Telephony Services;
- (b) Provide SDT with accurate location details regarding each Telephony Services-based CLI and keep SDT up to date with any changes to such details;
- (c) Instruct its End Users regarding the limitations of IP-based telephony including that Emergency Calls may not receive the same network priority as Emergency Calls made on PSTN or mobile networks and the End User's obligation to provide clear, accurate location information (which may differ from that available to the emergency-services operator) in the event that the End User makes a call to the emergency services via the Telephony Services.

## Hosted IP Telephony Service Schedule

### **1. Hosted IP-based Telephony Services**

1.1 The Telephony Services provide a secure virtual private network connection from the handset to the Hosted Telephony Platform which resides in SDT's Vendors network. The Hosted Telephony Platform is a cloud-based telephony exchange which transmits voice Calls between the Customer's handsets and the PSTN Line or other VoIP services.

1.2 The following equipment and services are additionally required to support the Telephony Services and are not provided under the terms of this Agreement:

1.2.1 Access Services to connect to the Core Network;

1.2.2 LAN components.

1.3 SDT may provide some or all of the equipment and services listed in sub-paragraphs 1.2.1 and 1.2.2 under the terms of additional Supplements.

### **2. Additional Services**

#### **2.1 Management Portal**

SDT provides a web portal which provides administrators with basic features to manage some aspects of the system configuration and reporting.

#### **2.2 Desktop and Mobile Phone Customer**

SDT provides software for desktop PCs, laptops and Mobile Phone which with the appropriate headset equipment, which provides "soft phone" functionality which is dependent on the license chosen.

#### **2.3 Management Reporting**

SDT provides management reporting tools which provide in-depth analysis and monitoring call statistics

#### **2.4 Call Recording**

PCI-DSS-compliant call recording service is available. All Calls can be recorded in digital audio format, which can be searched / retrieved by CLI, End User, date, time, etc. Call recording can be configured to be automatic or on demand.

### **4. Helpdesk**

4.1 SDT's Helpdesk provides support and assistance in the use of the Telephony Services, including the following:

4.1.1 Provision of help and guidance in the use and configuration of the Telephony Services;

4.1.2 Management of and resolution of faults arising within the Telephony Services which are identified by SDT's monitoring system;

4.1.3 Management of and resolution of faults and issues arising within or with the use of the Telephony Services which are raised by the Customer;

4.1.4 Provision of work-arounds where possible if full resolution of a fault requires ongoing or substantial work;

4.1.5 Escalation management if required in the event of protracted fault resolution;

4.1.6 Management of change requests;

4.1.7 Remote access support if possible and appropriate;

4.1.8 On-site assistance when it is agreed between the parties that such is the best approach to resolving a particular fault;

4.1.9 Monitoring the Telephony Services for availability.

4.2 The Customer shall make requests for assistance by one of the following methods:

4.2.1 By Email to SDT's help desk: [techsupport@sdt.co.uk](mailto:techsupport@sdt.co.uk)

4.2.2 By Telephone to SDT's help desk: 01344 870062 Option 1;

4.2.3 Urgent and major faults should be logged by telephone, not email.

4.3 Requests for changes to system configuration should be sent by email, providing as much detail as possible.

4.4 The Helpdesk is available Monday to Friday 8:30 am to 5:30 pm (excluding bank and public holidays).

## 5. Complaint Handling

5.1 If the Customer is dissatisfied with any Services-related matter, the Customer should make a complaint using the following escalation path. If the complaint remains unresolved, the Customer should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Technical Director	Heinrich Fourie Heinrich.fourie@sdt.co.uk
2	Managing Director	Andrew Wayman andrew.wayman@sdt.co.uk

5.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.



## **6. Service Level**

SDT Service Level is provided on a back-to-Back with the telephony vendors SLA who state a system uptime of 99.996. All services are provisioned from AWS data centres in the UK and can fail over to a secondary data within 30 minutes if the issues cannot be otherwise resolved.

SDT can also provide a call forwarding service to other land line numbers or mobile phone services in the event of a system outage.