

## COMMUNICATIONS SOLUTIONS UK TM SERVICES END USER AGREEMENT

This agreement relates to services provided as part of Communications Solutions UK projects that are provided by its business partner TM Solutions Limited. They include, but are not limited to, line rental, routing of telephone calls over carriers, invoicing and other ancillary telephony services. Communications Solutions UK will identify the components that they are applicable to in cases where it is not apparent. A separate agreement is provided to meet a requirement for traceability.

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions (conditions).

Act: Communications Act 2003 as amended including guidelines published by the Independent Committee for the Supervision of Standards of Telephone Information Services ("ICSTIS") from time to time and the Data Protection Act 1998 (as amended from time to time) and to obtain and comply with all licences, registrations, permits or approvals necessary or advisable for the provision of the Services including any licence required by the regulators OfCom.

Trade Marks: TMS logo, I-Bill Logo and such others as are notified by Us from time to time.

VAT : value added tax chargeable under English law for the time being and any similar additional tax.

"We" or "Us": Communications Solutions UK Ltd working with its Business Partner TM Solutions Limited.

"You" or "Your": The person, firm or company to whom we provide the Services. The Customer

1.2 Headings do not affect the interpretation of these conditions.

### 2. SERVICES

2.1 We reserve the right (but do not assume the obligation) to make any changes in the Services which are required to conform with any applicable legislation or regulatory requirements, in the event that the services supplied to Us are varied or cancelled and we reserve the right to vary the charges for the Services if this occurs. We will give You 30 days notice of any change in Services provided that such change is within Our control or if not in Our control and We cannot give You 30 days notice We will give You as much notice as We can.

### 3. PRICES

3.1 We reserve the right to increase the price of Services at any time and We will give You at least 30 days notice unless it is due to any factor beyond Our control, in particular any increase in prices by Our own suppliers or any change which is requested by You in which case We will give You as much notice as possible.

3.2 We have no responsibility for the costs of calls or other Services that are not directly provided by Us which are liable to change without notice.

### 4. PAYMENT

4.1 If You fail to make payment in full on the due date, without prejudice to any other right or remedy available to Us, We shall be entitled to:

4.1.1 terminate the Contract or suspend any further Services to You;

4.1.2 appropriate any payment made by You to any outstanding sums due to Us as We may think fit (despite any purported appropriation by You);

4.1.3 charge interest on the amount outstanding from the due date to the date of receipt by Us (whether or not after judgment), in accordance with and at the annual rate allowed under the Late Payment of Commercial Debts (Interest) Act 1998;

4.2 All sums payable to Us under the Contract shall become due immediately on its termination, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

### 5. YOUR UNDERTAKINGS

You undertake and agree with Us at all times during the term of this agreement:

5.1 to comply with all of Our reasonable instructions from time to time;

5.2 to provide a sufficient number of suitably qualified personnel to ensure the proper fulfilment of Your obligations under this Contract;

5.3 to submit written reports to Us on request of anything reasonably required by Us to perform the Services;

5.4 to inform Us immediately of any changes in Your ownership or control and of any change in Your organisation or method of doing business which might affect the performance of Your duties in this Contract.

5.5 to comply with the Act and all relevant legislation applicable in respect of the Services;

### 6. SUPPLY OF SERVICES

6.1 We shall provide the Services to the standards of a reasonable and prudent telecommunications organisation offering the same or similar services as the Services in the United Kingdom. We undertake to use all reasonable endeavours to meet all orders for the Services forwarded to Us by You.

6.2 We shall use all reasonable endeavours to supply uninterrupted Services but We shall not be liable for any failure to maintain uninterrupted services. You are aware that the services relating to the Services are partially reliant on third party services including Carriers and therefore the services cannot be guaranteed to be fault free at all times.

- 6.3 Where applicable, We shall be entitled, upon giving 4 weeks' prior written notice to You, to delete any CLIs which have not been used in the previous 3 months.
- 6.4 Where applicable, We may upon giving 4 weeks' prior written notice to You terminate the provision of specific NGN numbers provided by Us as part of the Services and in respect of which You have not assigned.

## **7. INDEMNITY AND UNDERTAKING**

- 7.1 Our obligations under this Agreement shall be solely to You and You agree forthwith to indemnify defend and hold Us harmless against all liabilities claims and costs (including legal costs) arising from any and all claims by any other party in connection with the Services regardless of cause of action save to the extent that You shall show conclusively within a reasonable period of time that any such claim arises solely and directly as a result of a breach of Our obligations under this Contract; and
- 7.2 You shall be liable to Us for any misuse of the Services by Your employees.

## **8. DURATION AND TERMINATION**

- 8.1 We may (without prejudice to any other rights We may have) suspend the provision of the Services in whole or in part and without any liability to You with immediate effect and without notice, in the event that:
- 9.1.1 We are obliged to comply with an order instruction or request of government, an emergency services organisation or other competent administrative authority including OfCom;
- 9.1.2 We need to carry out work relating to the upgrading or maintenance of the systems required for the supply of Services provided that We have given to You as much notice thereof as it is reasonably able.

## **9. EFFECTS OF TERMINATION**

- 9.1 You will repay to Us any charges that may be imposed on Us by any Carrier or third party as a consequence of the termination of this Agreement.

## **10. RESTRICTIONS**

- 10.1 You shall not at any time during or for a period of twelve months following the termination of this agreement solicit interfere with or endeavour to entice away from Us any person firm or company who at any time during the six months prior to or on the date of termination were contractors, suppliers or employees of or were business associates in the habit of dealing with Us.

## **11. FORCE MAJEURE**

- 11.1 In the event of either party being so hindered or prevented from delivering its obligations by events beyond its control, the party concerned shall give notice of suspension as soon as reasonably possible to the other party stating the date and extent of the suspension and its cause and the omission to give such notice shall forfeit the rights of that party to claim suspension. Any party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party. In the event that the cause continues for more than 6 months either party may terminate this agreement on 30 days notice.

## **12. ASSIGNMENT**

- 12.1 We may assign, transfer or novate this agreement and the rights and obligations under it to any other party at any time, and must inform You of any such transaction in writing within a reasonable time after it. In the event of any such assignment, transfer or novation, in consideration of Our procuring for You an undertaking from the assignee, transferee or novatee to be bound by Our obligations under this agreement You must re-execute this agreement with the assignee, transferee or novatee if We or the assignee, transferee or novatee require You to do so. If You fail to comply with the provisions of this clause, he irrevocably appoints Us as his agent with full authority to re-execute this agreement with the assignee, transferee or novatee.

## **13. SEVERABILITY**

If any item or provision contained in this agreement or any part of it ('an offending provision') is declared to be or becomes unenforceable, invalid or illegal for any reason whatsoever (including but without detracting from the generality of the foregoing a decision by the competent domestic or European courts, an Act of Parliament, European Union legislation or any statutory or other bye-laws or regulations or any other requirements having the force of law) the other terms and provisions of this agreement shall remain in full force and effect as if it had been executed without the offending provision appearing in it. If the exclusion of any offending provision will in Our opinion adversely affect either the Trade Marks or Our right to receive payment of all or any fees or remuneration under this agreement, We may terminate this agreement by 30 days' written notice to You.

## **14. NOTICES**

Any notice required to be given for the purposes of this agreement must be given by sending it by pre-paid first class post or fax, or by delivery by hand at the relevant address shown in this agreement or such other address as has been notified in accordance with this clause by the party concerned as being his address for the purposes of this clause. Any notice sent by post shall be deemed to have been served 2 days after posting. In proving service it shall be sufficient to prove that a notice was properly addressed and stamped and put into the post. Any notice sent by fax shall be deemed to have been served on the next business day following the date of despatch of it. Any notice delivered by hand shall be deemed to have been served when physically delivered at the relevant address.

## **APPENDIX 1 - BT LINES**

1. All BT Lines have a minimum 12 month Initial Period and thereafter shall continue unless or until terminated by either party at the end of the Initial Period or at any time after the end of the initial period giving the other party not less than 30 days' prior written notice.

2. Care level defaults for PSTN's:
- Basic Care level 1 included as standard
  - Premium Care level 2+ included as standard
  - Multi Aux Care level 2+ included as standard
  - Line on Remote Call Fwd Care level 2+ included as standard
  - ISDN2 Care level 2+ standard
  - ISDN30 Care level 2+ standard

### Openreach Fault Levels

Below are details of each level and the SLA you can expect

#### Service Level 1 – (L1)

Clear by end of next working day + 1, Monday to Friday, excluding Public Holidays and Bank Holidays\* or the day of the appointment where later. **Example:** Fault reported at any time between 00.01 – 23.59.59 on Tuesday would have a commitment time of 23.59.59 on Thursday.

Provided as standard on Residential PSTN, not available on other line types.

#### Service Level 2 – (L2)

Clear by end of next working day, Monday to Saturday, excluding Public Holidays and Bank Holidays\* or the day of the appointment where later. **Example:** Fault reported at any time between 00.01 – 23.59.59 on Tuesday would have a commitment time of 23.59.59 on Wednesday.

Provided as standard on all Business PSTN, Multi lines, ISDN2 and ISDN30. Charges apply for Residential PSTN, see your current price list for details.

#### Service Level 3 – (L3)

Reported by 12.59 – clear by 23.59.59 same day or the day of the appointment where later. **Example:** Reported after 13.00 – clear by 12.59.59 next day (Monday – Sunday including Public and Bank Holidays)\*

Available on all line types, charges apply see your current price list for details

#### Service Level 4 – (L4)

6hr fix round the clock, 365 days a year. Available on all line types, can be rented monthly or purchased as a one off see your current price list for details.

#### Expedition of fault level

You can also choose to expedite your repair and effectively upgrade your fault level during a fault being experienced for a one off fee. Options available are:

#### Residential PSTN

Expedite and upgrade Level 1 (L1) to Level 2 (L2)

Expedite and upgrade L2 to L3

Expedite and upgrade L3 to L4

#### Business PSTN and ISDN2

Expedite and upgrade L2 to L3

Expedite and upgrade L3 to L4

#### ISDN30

Expedite and upgrade L3 to L4

Once the fault is closed your care level will return to your normal care level.

#### One Off Expedite

You can also choose a one off expedite, which guarantees a 6 hour tactical repair. This is charged as a one off fee however if Openreach fail to resolve the fault within the 6 hours no charges will apply.

Openreach has been migrating all existing Premium PSTN and Multi Aux to the new Business 2+ during 2014.

Care level 2+ provides:-

- Separate repair appointment book gives higher on the day priority
- Better than Service Maintenance Level 2
- Higher certainty of on-time fix
- Insurance in high work stack conditions

## APPENDIX 2 - GAMMA LINES

1. All Gamma Lines have a minimum 12 month Initial Period and thereafter shall continue unless or until terminated by either party at the end of the Initial Period or at any time after the end of the initial period giving the other party not less than 30 days' prior written notice.

## APPENDIX 3 SERVICE SPECIFIC TERMS

1. **Fraud Protection Package**

Call Barring allows choice from the following or combination of the below barring options:-

- International Numbers
- Mobile Numbers
- Premium Numbers
- 118 Numbers
- All Numbers
- Automated CLI Call Barring

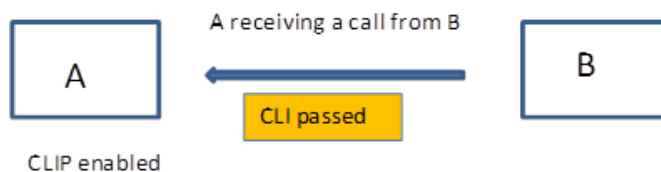
## 2. Automated CLI Call Barring

This service, which is chargeable, will operate to bar calls by a CLI where calls from that CLI to destinations other than UK geographic or UK mobile numbers totalling £500 have been made within a 24 hour period. The parameters are as follows:

- Will only operate on CPS calls.
- When spend by a single CLI on CPS calls to all destinations other than UK geographic or UK mobile reaches £500 within a 24 hour period further calls from that CLI will be barred. This bar will apply to all destinations including UK geographic and UK mobile.
- The activation of the bar will generate an email to the Channel Partner notifying them that the bar is in place.
- The bar can be lifted by the Channel Partner.
- Charges for CPS calls to the relevant destinations will therefore be limited to £500 (excluding value added tax) for as long as the bar remains in place.

## 3. ISDN30 Calling Line Identity Presentation (CLIP)

3.1 This allows you as the called party to receive and display the calling party's telephone number before answering the call. The called party will only receive this information if the caller has not restricted the sending of their number (CLI). The called party will require suitable CPE in order to use CLIP. This can be Computer Telephony Integration or ISDN phones / phone systems that have display screens. The CLIP service is not automatically provided. CPs are required to request this service if it is required.



A sees B's CLI

Note that:

- On ISDN2e and ISDN30e (ETSI) lines, the information sent may be in the standard compliant form of the national or international number. The terminal equipment interprets the number information, inserts the appropriate prefix and displays and stores the number correctly, enabling your customers to re-dial missed calls
- CLIs from international calls are only available on 64kbit/s data calls if the carrier has commercial agreements with the corresponding country
- CLIs are not available on international voice calls.

## 4. Least Cost Routing (LCR)

4.1 For calls using Regional (geographical) prefixing Least Cost Routing (LCR) is a system that allows to select among several telecom operators, proposing the best road, for each call, according to several criteria such as the cost for the called destination and quality. LCR system is used by the operators for the management of their voice traffic, but also by customer wishing to optimize their cost of telecommunications.

4.2 You grant us permission to present your CLI-s with any alternative carriers of our choice