

**Communications Solutions UK Limited Agreement
For the Supply of
Giacom SIP Trunks**

Communications Solutions UK Limited (CSUK) supply the Services provided by Giacom (Communications) Ltd (Giacom) under a reseller contract that has service specific terms and generic terms. The customer is agreeing to be bound by both the service specific terms below and the generic CSUK Giacom Master Service Agreement.

CSUK will place orders and handle communications with Giacom on your behalf. You will Make payment by Direct Debit to CSUK.

Should you need to report a fault about these services in normal working hours please contact the CSUK Support Team. For an urgent out of hours issue the Giacom service team can be contacted on

If you do contact Giacom direct, please also copy the CSUK Support team on your report so that we can track it. More general support calls can be logged with the CSUK Support Desk.

In order to provide the service, Giacom will hold certain information about you. Their data security policy is also on their website at: [Privacy notice and cookies policy - Giacom](#)

1. DEFINITIONS & INTERPRETATION

- 1.1 Words and phrases with capital letters in this Service Schedule shall have the meanings given in the Agreement, unless otherwise defined in Schedule 1 to this Service Schedule.
- 1.2 References to paragraphs and Schedules are to the paragraphs of and schedules to this Service Schedule and references to clauses are to clauses of the Agreement, unless otherwise stated.
- 1.3 This Service Schedule incorporates and is governed by the terms and conditions of the Agreement.
- 1.4 In the event of any conflict or inconsistency between the provisions of this Service Schedule, the following descending order of precedence shall apply:
 - 1.4.1 paragraphs 1 to 17;
 - 1.4.2 schedule 1 (Definitions); then
 - 1.4.3 the remaining Schedules.

2. TERM

The Service Minimum Period shall be set on an Order-by-Order basis. Following the Service Minimum Period, the Services shall continue until terminated by the User on 90 days' written notice, such notice may not expire any earlier than the Service Minimum Period in the relevant Order.

3. PROVISIONING OF WHOLESALE SIP TRUNKING SERVICES

When ordering Wholesale SIP Trunking Services:

- 3.1.1 GIACOM will advise of the estimated Service Delivery Date;
 - 3.1.2 the User acknowledges that it will be responsible for obtaining all necessary permissions and consents before it submits an Order to GIACOM;
 - 3.1.3 Not used
 - 3.1.4 Not used
 - 3.1.5 the User will Provide all of the required data to deliver the Wholesale SIP Trunking Service as described in the Services Description;
 - 3.1.6 the Service Minimum Period for the Wholesale SIP Trunking Service shall be as set out in the Services Description. Any Wholesale SIP Services which continue beyond such Service Minimum Period will continue to be charged in accordance with the terms of this Service Schedule and the Agreement.
- 3.2 Not used
- 3.3 GIACOM's obligations in respect of the Wholesale SIP Trunking Services are subject to GIACOM determining that any details or information used by GIACOM to determine the Charges applicable, or any other terms of the Agreement are accurate and not misleading. No Order shall come into force

until expressly confirmed in writing by GIACOM.

- 3.4 Subject to paragraph 3.4, GIACOM will use its reasonable endeavours to provide the relevant Wholesale SIP Trunking Services in accordance with the terms of this Service Schedule.
- 3.5 The provisioning of the Wholesale SIP Trunking Services is governed by third party operators and GIACOM relies upon such third-party operators' co-operation. Accordingly:
 - 3.5.1 GIACOM is not able to, and does not, give any warranty, representation or undertaking as to the speed, quality or validity of any the Wholesale SIP Trunking Service; and
 - 3.5.2 in the event of a fault occurring in the Wholesale SIP Trunking Services, GIACOM will use reasonable endeavours to rectify the fault as soon as reasonably practicable however GIACOM shall have no liability to the User for any fault occurring, or any interruption to the Wholesale SIP Trunking Services whether in contract, tort (including without limitation negligence or breach of statutory duty) or otherwise, howsoever caused (including but not limited to atmospheric conditions; any congestion, fault, interruption or interference with the network; any fault, interruption or interference with the power supply to the network, any act or omission by the relevant carrier, or any known or unknown viruses which cause interruption or interference with the network).
- 3.6 Whilst GIACOM will use its reasonable endeavours to provide the Wholesale SIP Trunking Services, GIACOM draws the following features of the Wholesale SIP Trunking Services to the User's attention:
 - 3.6.1 the Wholesale SIP Trunking Service may sometimes be limited, unavailable or disrupted due to events beyond GIACOM's control e.g. power disruptions, failures or the quality of any connection;
 - 3.6.2 if the User uses the Wholesale SIP Trunking Services to make Emergency Calls, the location information received by the emergency services will be limited to the installation address of the Site, which may not be the location from which the call originated, and as such the User may be required to provide information about the User's location to the emergency services to allow them to respond;
 - 3.6.3 Emergency Calls made using the Wholesale SIP Trunking Service may fail if there is a power failure or connection failure and the User's equipment used to access the Wholesale SIP Trunking Services requires mains power to make Emergency Calls;
 - 3.6.4 an Emergency Call made using the Wholesale SIP Trunking Services may not receive the same network priority at all points on the network as that which an Emergency Call made on a mobile network or on a circuit-switched fixed line may receive; and
 - 3.6.5 the User acknowledges that GIACOM recommends that the User has at least one PSTN line as a back up to the Wholesale SIP Trunking Service at each Site.
- 3.7 The User shall assist GIACOM, as required, in relation to any queries received regarding the emergency call service and shall ensure that the User location details for the emergency call services are accurate at all times and are updated on the Portal as necessary.
- 3.8 The User shall indemnify and hold harmless GIACOM against all liabilities, costs, expenses, damages, fines and/or losses arising from or in connection with the accuracy (or otherwise) of information provided

to GIACOM in connection with this Service Schedule, including but not limited to ESDB and any breach under paragraph 3.7 of this Service Schedule.

- 3.9 The User acknowledges that GIACOM may for any reason introduce or change Service Features, update or change the Portal, introduce process changes to vary the quality of the Wholesale SIP Trunking Services and change the technical specification of the Wholesale SIP Trunking Services upon giving not less than 14 days' notice, provided always that any such changes do not have a material adverse effect on the performance or provision of the Wholesale SIP Trunking Services.
- 3.10 GIACOM may withdraw Service Features following not less than 30 days' written notice.
- 3.11 The User acknowledges and agrees that it is likely that the quality and availability of the Wholesale SIP Trunking Services will be materially reduced if the User uses bandwidth allocated to the Wholesale SIP Trunking Services for any other purpose other than making and receiving calls using the Wholesale SIP Trunking Service.
- 3.12 The User acknowledges that the speed of any broadband element or data connection (if any) that the Wholesale SIP Trunking Services route over, depends on a number of factors including, but not limited to, distance from the exchange, local availability and line capability. GIACOM shall have no liability to the User whether in contract, tort (including without limitation negligence or breach of statutory duty) or otherwise if the Users' broadband element or data connection does/do not produce or achieve the maximum speed advertised.
- 3.13 Not Used

4 USE OF THE WHOLESALE SIP TRUNKING SERVICES

- 4.1 The User shall comply with the following provisions:
 - 4.1.1 not to use the Wholesale SIP Trunking Services to make Nuisance Calls;
 - 4.1.2 not to cause any attachments, other than those that meet the appropriate essential requirements of regulation 4 of the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 (as from time to time amended) and any other requirements under the General Conditions and all other Legislation, to be connected to the Wholesale SIP Trunking Services and GIACOM shall not be under any obligation to connect or keep connected any User apparatus or equipment if it does not so conform or if in the reasonable opinion of GIACOM it is liable to cause death, personal injury or damage or to impair the quality of the Wholesale SIP Trunking Services;
 - 4.1.3 not to contravene the General Conditions or any other relevant regulations or licences granted thereunder and otherwise not to contravene, and not by any act or omission, cause GIACOM to contravene, any Legislation or General Conditions;
 - 4.1.4 not to use (and procure that no end user shall use) the Wholesale SIP Trunking Services to make, provide, communicate, publish, deliver, knowingly receive, upload, download, use or re-use any material or information which is intended to be a hoax call to emergency services

or is of a defamatory, offensive, abusive, fraudulent, indecent, obscene or menacing character, or which does or is intended to cause annoyance, nuisance inconvenience or worry to any person or which in any way causes damage to or disruption to the Wholesale SIP Trunking Services or defamatory or which (in the reasonable opinion of GIACOM) brings the name of GIACOM into disrepute;

- 4.1.5 not to use the Wholesale SIP Trunking Services in a manner which constitutes a violation or infringement of the rights (including, without limitation, any Intellectual Property Rights and/or confidentiality) of any other person;
 - 4.1.6 to maintain its telecommunications apparatus at all times during the period of the Order in good working order and in conformity with any relevant regulatory standards or approvals and Legislation for the item as from time to time applicable;
 - 4.1.7 to provide GIACOM with all such information as it reasonably requests relating to the User's telecommunications apparatus;
 - 4.1.8 to implement adequate control and security over the use of the Wholesale SIP Trunking Services provided to the User including but not limited to the prevention of viruses, worms, Trojan horses and/ or any calls generated by rogue diallers or hackers;
 - 4.1.9 not to use the Wholesale SIP Trunking Services in a way that breaches any Legislation) or any licence applicable to the User or that is in any way unlawful or fraudulent or in bad faith or has any unlawful, fraudulent or bad faith purpose or effect;
 - 4.1.10 not to use the Wholesale SIP Trunking Services in a manner that could reasonably be believed to have a detrimental effect on GIACOM's, or any of its third-party Supplier's, brand or reputation; and
 - 4.1.11 not to send or procure the sending of any unsolicited advertising or promotional material.
- 4.2 Both parties agree to fully co-operate with the Police and any other relevant authorities (including but not limited to the HM Revenue & Customs, Trading Standards, the Information Commissioner and/or OFCOM and their successors from time to time) in connection with any misuse or suspected misuse of the Wholesale SIP Trunking Services, and User consents to, GIACOM co-operating with any such authority and with any other telecommunications operators in connection with any misuse or suspected misuse or suspected fraudulent activity related to or connected with the Wholesale SIP Trunking Services and agrees, without prejudice to the generality of the foregoing, that GIACOM will be entitled to divulge any information which GIACOM holds which may be relevant to any investigation, including the name, address and account information relating to the User to such third parties.
- 4.3 The User acknowledges that the broadband element (if any) of the Wholesale SIP Trunking Services is provided from infrastructure which is shared by other users and GIACOM owes a duty to these users as a whole to seek to preserve its network integrity and avoid network degradation. If GIACOM believes that the User's use of the Wholesale SIP Trunking Services has or may adversely affect such network integrity or may cause network degradation GIACOM may change the User's chosen access rate or manage the Wholesale SIP Trunking Services as GIACOM sees fit in the circumstances.

- 4.4 The User shall remain responsible for making payment to the User's fixed line telephony services provider for all rental charges relating to the User's relevant telephone line (together with any repair and maintenance charges) and all call charges from the User's fixed line telephony service provider.

5 SERVICE LEVELS

- 5.1 The Service Levels set out in Schedule 3 of this Service Schedule will apply to the Wholesale SIP Trunking Services.
- 5.2 The Service Levels will apply to faults traced to the Wholesale SIP Trunking Service only and not to any equipment or service supplied by a third party.

6 PLANNED ENGINEERING WORKS

- 6.1 The User acknowledges that Planned Engineering Works will occur from time to time. GIACOM will seek to provide as much notice of the scheduled outage time/Planned Engineering Works as is reasonably possible.

7 TRANSFER FROM THIRD PARTY SUPPLIERS

- 7.1 Where the transfer of similar services from third party suppliers is required, then the provision of any and all relevant existing services supplied to the User by such third-party supplier will be automatically transferred to GIACOM and charged for in GIACOM's invoices in accordance with the Rate Card.
- 7.2 The User shall be liable for any charges (including without limitation any early termination charges) made by third party suppliers for any transfer services or otherwise.

8 SUSPENSION AND TERMINATION ON THE WHOLESALE SIP TRUNKING SERVICES

- 8.1 Without prejudice to any other right of GIACOM to suspend or terminate the Wholesale SIP Trunking Services under this Service Schedule or the Agreement or any Order, GIACOM may at its sole discretion elect to suspend forthwith provision of the Wholesale SIP Trunking Services until further notice without liability to the User having given as much notice as is reasonably practicable either orally (confirming such notification in writing) or in writing in the event that:
- 8.1.1 GIACOM has grounds to believe that the Wholesale SIP Trunking Services are being used fraudulently, unlawfully or by an unauthorised third party;
 - 8.1.2 any licence under which the User has the right to run its telecommunications system and/or connect to the Wholesale SIP Trunking Services is revoked, amended or otherwise ceases to be valid;
 - 8.1.3 any maintenance or repair is necessary or required to the relevant network or related systems or equipment (for the avoidance of doubt, in the event of emergency maintenance or repair,

GIACOM shall not be required to give any advance notice); and/or

- 8.1.4 GIACOM has grounds to believe that the Wholesale SIP Trunking Services are being used in breach of the terms of this Service Schedule or the Agreement.
- 8.2 Without prejudice to any other right of termination under this Service Schedule or the Agreement or Order, GIACOM may terminate (in whole or in part) this Service Schedule, any Order and/or any or all of the Wholesale SIP Trunking Services forthwith in the event that its right, or the right of the relevant Carrier, to provide any of the Wholesale SIP Trunking Services is withdrawn by any supplier to it or OFCOM.
- 8.3 GIACOM may occasionally suspend the Wholesale SIP Trunking Service because of an emergency but before doing so GIACOM will endeavour to give as much notice as is reasonably possible in the circumstances.
- 8.4 Upon such termination the implications of termination including that the User may not remain the owner of any CLI or any features of a Connection following such termination.
- 8.5 Not Used
- 8.6 All costs incurred by the User in connection with the migration of the Connections away from GIACOM will be the responsibility of the User. For the avoidance of doubt, the User shall at all times remain liable for the payment of any Charges up to and including the date of actual migration of the Connections or if later, the expiry of the applicable Service Minimum Period.

9 CLIs and NUMBERS

- 9.1 The User does not own any number or CLI and it does not have any right to sell or to agree to transfer any number or CLI provided to it.
- 9.2 Where GIACOM allocates any CLI as part of any Wholesale SIP Trunking Services, the User shall not acquire any legal, equitable or other rights in relation to such CLI.
- 9.3 In the event it is required to do so under Legislation or at the direction of OFCOM, GIACOM may at any time, on giving the User notice in writing, withdraw or change any such CLI. GIACOM shall have no liability to the User for any Losses incurred by the User as a result of such withdrawal or change.
- 9.4 The User will not (nor seek to) sell, encumber, transfer any CLI, codes or static IP address allocated by GIACOM.
- 9.5 The User may port CLIs to GIACOM and may (after the expiry of the Service Minimum Period) also port CLIs from GIACOM to other third-party operators with whom GIACOM has a porting agreement.
- 9.6 Due to the nature of porting, the User acknowledges certain Wholesale SIP Trunking Services may not be available on CLIs ported to GIACOM or CLIs ported away from GIACOM from time to time.
- 9.7 Without prejudice to any other right or remedy available to GIACOM, if any CLI allocated to the User:
- 9.7.1 remains inactive for six consecutive calendar months; or

9.7.2 calls to such number amount to five minutes or less in any calendar month or an average of five minutes or less in any three consecutive calendar months,

GIACOM may immediately remove any such CLI from the User.

9.8 With regards to CLI Presentation Numbers, the User agrees as follows:

9.8.1 to obtain the written consent of all Users to allow GIACOM and/or any of GIACOM's third party suppliers to present out a number that is different to that of the User's underlying CLI;

9.8.2 to obtain the written consent of all Users to allow GIACOM to change the CLI Presentation Number as and when required;

9.8.3 subject to clause 9.8.4, the CLI Presentation Number is owned by the User and neither GIACOM nor the User need any other permissions to present that CLI Presentation Number; and

9.8.4 where the CLI Presentation Number may be owned elsewhere, the User shall ensure that GIACOM and the User have the necessary permission to use the number.

10 SERVICE MANAGEMENT

10.1 The User shall comply with (and shall procure that each User complies with) all instructions which GIACOM gives to ensure the quality of the Wholesale SIP Trunking Services.

11 SERVICE RESTRICTIONS

11.1 In addition to any express restrictions notified by GIACOM (set out in an acceptable use policy or otherwise), the User accepts some limitations in the Wholesale SIP Trunking Services may only become apparent after such Wholesale SIP Trunking Services have been installed and working for some time. In such circumstances the Wholesale SIP Trunking Services may be withdrawn and a rebate of any advance Charges will be paid (save that where the User requests GIACOM to continue providing (and GIACOM continues to provide) the Wholesale SIP Trunking Service despite such limitations, then notwithstanding any other provisions of the Agreement, GIACOM shall have no liability in relation to the performance or non-performance of such Wholesale SIP Trunking Service).

11.2 GIACOM does not warrant that the Wholesale SIP Trunking Services will be free from faults or free from interruptions GIACOM shall however use its reasonable endeavours to remedy any fault which significantly impairs performance of the Services as soon as reasonably practicable or in accordance with any Service Levels (if applicable) following GIACOM being notified of the same.

11.3 GIACOM agrees that it will use its reasonable endeavours to provide and maintain sufficient capacity for Users' requirements having regard to the capacity requirements specified in any notification provided under paragraph 11.4 below.

11.4 The User acknowledges that the Wholesale SIP Trunking Services are not designed to be a carrier interconnect and the platform for the Wholesale SIP Trunking Services will not support diallers of any description.

12 RESPONSIBILITIES OF THE USER

12.1 The User shall:

- 12.1.1 comply with all relevant legislation and regulation (including but not limited to the Code of Advertising, Sales Promotion and Direct Marketing and any relevant OFCOM guidance on 'mis-selling' or 'slamming') relating to its provision of the Wholesale SIP Trunking Service, including marketing and advertising of the Wholesale SIP Trunking Service and ensure that it has in place at all times processes to monitor and enforce compliance by its staff and agents with such legislation and regulations and to receive and take prompt and effective action on complaints from GIACOM or parties who are authorised to enforce such compliance;
- 12.1.2 take reasonable steps (including testing with the latest commercially available virus detection software) to ensure that any software used by any User with or in conjunction with the Wholesale SIP Trunking Service is not infected by viruses and/or logic bombs, worms, trojan horses and any other type of disruptive, destructive or nuisance programs;
- 12.1.3 take reasonable steps to monitor the Wholesale SIP Trunking Service for fraudulent traffic patterns and to seek to prevent and limit fraudulent or unauthorised traffic;
- 12.1.4 update its User records as appropriate, maintaining data accuracy by timely provision to GIACOM of the following records:
 - 12.1.4.1 a telephone number that may be used to call the User; and
 - 12.1.4.2 the Users name and installation address (including the post code) for each User;
 - 12.1.4.3 for Users with nomadic applications that use more than one network termination point or equivalent, the address where the number is normally used.

12.2 The User's attention is specifically drawn to the requirements in Condition 4 of the General Conditions to maintain up to date caller location information. Without restricting the User's obligations in this paragraph 12, the User will:

- 12.2.1 ensure that it provides an installation address recognised by Royal Mail for each CLI and shall ensure that such addresses are kept up to date and GIACOM is made aware of any changes to such addresses;
- 12.2.2 respond within one (1) Business Day to any request from GIACOM to correct a discrepancy in a User's installation address as reported by the emergency services; and
- 12.2.3 promptly cooperate with any audits conducted by GIACOM to ensure such compliance.

12.3 Not Used

12.4 The User must notify GIACOM three (3) Business Days before any significant increase in traffic across the GIACOM Network which may arise as a result of the use of Wholesale SIP Trunking Services by the Users (including without limitation for ticket sales events or marketing promotions).

12.5 Not Used

13. CHARGES AND PAYMENT

- 13.1 The Charges relating to each Wholesale SIP Trunking Services are set out in the relevant Order,
- 13.2 Where the User uses the Wholesale SIP Trunking Services for which it has not expressly agreed the Charges then it shall be charged in accordance with CSUK's standard prevailing rates for such Wholesale SIP Trunking Services unless expressly agreed otherwise in writing.
- 13.3 Where any third-party charges are incurred as part of any Wholesale SIP Trunking Services the User shall remain liable (in addition to any Early Termination Charges) for such charges where the User terminates an Order or this Service Schedule prior to the expiry of any Service Minimum Period.
- 13.4 If an Order or Service Schedule is terminated at any time, the User will be liable for all Recurring Charges for a Site up until the last day of the month in which such Wholesale SIP Trunking Service was ceased or if later the expiry of the applicable Service Minimum Term.
- 13.5 GIACOM may invoice for any charge levied against GIACOM (or its suppliers) by any third-party operator or Service Provider for the provision of Wholesale SIP Trunking Services not set out in this Service Schedule.

13.6 Telephony Usage Billing

- 13.6.1 Call Charges will be charged at three rates according to the time the call was initiated as follows, unless otherwise specified on the Rate Card:

Rate	Time Period
Peak	06:00:00 – 17:59:59 Monday – Friday
Weekend	00:00:00 Saturday – 23:59:59 Sunday
Off Peak	All times which are neither Peak nor Weekend.

- 13.6.2 Where a call overlaps between periods, the whole call will be charged at the rate that applied when the call was initiated.
- 13.6.3 Calls are measured and billed in per second units (or in accordance with the applicable tariff) and individual call charges are calculated to 0.0001 pence. Charges are presented on the User's invoice to two decimal places and are rounded up to the nearest whole penny before VAT is applied, unless otherwise specified on the Rate Card:
- 13.6.4 Each invoice for Wholesale SIP Trunking Services, will be generated within the first fifteen (15) days of each calendar month. Such invoice will contain each completed call made on or before 23:59:59 on the last day of the previous calendar month. Billing delays can occur, and the preceding provisions of this paragraph do not prejudice GIACOM's right to invoice for calls made which have not been invoiced and paid for, but which were made during preceding months.

13.6.5 Any calls made by a User using the Wholesale SIP Trunking Services prior to the applicable Go Live Date will be billed.

13.6.6 GIACOM reserves the right to levy Charges for calls made by Users following the termination date of the applicable Wholesale SIP Trunking Service until the actual cessation of such Line.

14 FRAUD AND SECURITY

14.1 The User shall ensure that usernames and passwords used by it and/or its personnel and/or Users in connection with the Wholesale SIP Trunking Services are kept secure and confidential at all times and are only used by authorised users. User shall inform GIACOM immediately if the User knows or suspects that a username or password has been disclosed to an unauthorised user, or is being used in an unauthorised way, or if there is any illegal, fraudulent or unauthorised use of the Wholesale SIP Trunking Services. The User shall not change or attempt to change, a username without GIACOM's written consent.

14.2 GIACOM reserves the right (at GIACOM's sole discretion):

14.2.1 to suspend access to the Wholesale SIP Trunking Services by one or more usernames if at any time GIACOM thinks that there has been or is likely to be a breach of security (including a breach of the obligations under this paragraph 14);

14.2.2 to ask the User to change any or all of the passwords the User uses in connection with the Wholesale SIP Trunking Services.

14.3 The User will inform GIACOM immediately of any subsequent changes to the information supplied to GIACOM in connection with the Agreement.

14.4 The user accepts and acknowledges that the Wholesale SIP Trunking Services are not guaranteed to be free from unauthorised users or hackers and GIACOM does not guarantee the prevention or detection of any unauthorised attempts to access the Services.

14.5 GIACOM shall not be responsible for call charges or other charges resulting from fraudulent and/or unauthorised use of the Wholesale SIP Trunking Services or any use of the Wholesale SIP Trunking Services by any unauthorised third parties (who are not employees of GIACOM) and the User agrees to pay all charges related to such fraudulent and/or unauthorised use by third parties. The User is therefore urged to ensure that the/their equipment provider that all necessary steps to combat fraudulent and/or unauthorised use have been taken.

14.6 Any assistance given by GIACOM in relation to fraudulent and/or unauthorised use by the User or third parties (or the prevention of such use) will be on an endeavours basis only and no liability can be accepted by GIACOM for any loss sustained by the User via fraudulent and/or unauthorised means that are beyond GIACOM's reasonable control (save for any fraud and/or unauthorised use by an employee of GIACOM acting in that capacity).

14.7 The User shall, at all times, be responsible for:

- 14.7.1 preventing unauthorised use of the Wholesale SIP Trunking Services;
 - 14.7.2 maintaining the security of all systems, the Wholesale SIP Trunking Services, network elements and equipment within its (or its employees', agents' or contractors') control;
 - 14.7.3 maintaining (and ensuring that each of its authorised users maintains) at all times, the integrity and secrecy of all passwords, log-in details and access codes used for the purposes of accessing of using the Wholesale SIP Trunking Services or any systems, network elements or equipment;
 - 14.7.4 ensuring that Users are not given permissions to Wholesale SIP Trunking Services and the Portal; and
 - 14.7.5 in the event of a Fraud claim, provide evidence of the Fraud, a Police crime reference / ActionFraud crime reference number, details of the User claim and details of the Call concerned.
- 14.8 Without limitation, the User shall put in place and comply at all times with the following security measures:
- 14.8.1 the User shall ensure that the password used in connection with the Wholesale SIP Trunking Services is strong and is made up of not less than eight characters which shall include at least one number, one letter uppercase and lower case;
 - 14.8.2 User shall restrict access to passwords to key individuals;
 - 14.8.3 the User shall ensure that it has up to date anti-virus protection and that it has firewalls in place which are maintained by the User in accordance with best industry practices; and
 - 14.8.4 the User shall, without delay, follow any security directions given to it by GIACOM or the Reseller from time to time.
- 14.9 The User nor any other person may use the services provided under this Service Schedule in any way:
- 14.9.1 to be in breach of any confidence copyright, privacy or any other rights of other parties; and
 - 14.9.2 so as to infringe the rights of any person whether in statute or common law, in a corresponding trademark or name.

15 INTELLECTUAL PROPERTY RIGHTS

- 15.1 If software, documentation or manuals are provided by GIACOM to enable the Users to receive and use the Wholesale SIP Trunking Service, GIACOM grants the Users, for the duration of the applicable Service Minimum Period, a non-exclusive, transferable licence to use such software, documentation or manuals for the purpose of receiving the benefit of the Wholesale SIP Trunking Services.

15.2 Except as permitted by applicable law or as expressly permitted under this Agreement the Users shall not, without GIACOM's prior written consent, copy, de-compile or modify any software, nor copy the manuals or documentation relating to that software, nor knowingly allow or permit anyone else to do so.

15.3 The Users shall not use the Wholesale SIP Trunking Service in a manner which is contrary to this paragraph 15.

16 LIMITATION OF LIABILITY

Any claim which either party may have against the other (whether in contract, tort (including without limitation negligence) or otherwise) arising out of or in connection with this Service Schedule shall be treated as if it was made under the Agreement and in particular all limits and exclusions of liability contained in the Agreement shall apply to this Service Schedule.

17 COUNTERPARTS

This Service Schedule may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when executed and delivered will be an original, but all the counterparts together will constitute one and the same Service Schedule.

SCHEDULE 1

Definitions

In this Service Schedule the following terms shall have the following meanings:

Abortive Visit Charge	means a fixed charge applied when an engineer cannot gain access to the User's Site to repair a fault
ActionFraud	is the UK's national fraud and cybercrime reporting centre
Call	means a signal, message or communication which can be silent, visual or spoken, excluding text messages
Caller Line Identity or CLI	the identity of the calling party initiating a Call being (in most circumstances) the telephone number of the calling party
Carrier	means the relevant third-party public telecommunications operator or third-party network service provider
CLI Presentation Number	allows Users to authorise GIACOM to carry voice traffic with a geographic or non-geographic presentation number for outgoing calls. This CLI Presentation Number may be different from the Users actual underlying CLI.
Connection	each single connection of User to a Service
Dial Through Fraud or "DTF"	means hacking a system and using a number from it to make calls to other destinations including premium rate/overseas numbers
Early Termination Charges	the termination charge payable in the event that a Service is terminated after the Go-Live Date but prior to the end of the applicable Service Minimum Period, (as may be reasonably determined by GIACOM).
Emergency Calls	Means a call to 999 or 112 or any other number associated with UK emergency services;
ESDB	means the 999-call routing and address database;
Fraud	means Dial Through Fraud, PBX fraud, phone hacking, toll hacking, & Phreaking, or any other unauthorised or artificially inflated traffic.
General Conditions	the general conditions of entitlement set by OFCOM, in accordance with section 45 of the Communications Act 2003,

	as may be amended, modified or replaced from time to time
Go Live Date	the date when GIACOM notifies that a Service is ready for use by the User, or if earlier the date when the User starts to use the Service;
Inbound or Inbound Calls	any call made to a User
Inbound Traffic Routing	the routing of Inbound Calls received on the GIACOM Network
Incompatible Services	any services on a Line identified by GIACOM or any third-party operator as being incompatible with the provision of the applicable Wholesale SIP Trunking Service
Internet Protocol (IP) address	a numerical label assigned to each device participating in a network which communicates using the internet
IP	means internet protocol
Internet Access Circuit	means an IP circuit used to carry IP traffic
Legislation	any applicable legislation, authorisations, permissions, rules, regulations, standards, codes of practice, orders and guidelines relating to the provision, marketing or use of the Services, including the General Conditions, the Code and any directives or other requirements issued by OFCOM and/or PSA from time to time.
Line	a Connection (installed either by GIACOM or a third-party operator) between a User and the GIACOM Network
Line Rental	a Wholesale SIP Trunking Service provided by GIACOM to allow the Users to rent access to a telephone line and any ancillary extras which GIACOM expressly agrees to provide as part of the Line rental Wholesale SIP Trunking Service
Media Gateway	means a translation device which converts media streams between dissimilar telecommunications networks
Message	anything contained within paragraphs (a) to (d) (inclusive) of sub-section 4(1) of the Telecommunications Act 1984
Non-Recurring Charges	non-recurring usage-based charges such as call charges and data usage

Nuisance Call	means an unwanted Call that causes annoyance to the receiver of the Call and/or is a hoax Call, and/or is of an offensive, spiteful, abusive, indecent, defamatory, obscene or menacing nature including unauthorised or 'spam' Calls and 'silent' Calls as defined by Ofcom in its 'Statement of policy on the persistent misuse of an electronic communications service' published 1 March 2006, and any subsequent update.
OFCOM	the communications regulator in the United Kingdom (and/or any successor body)
Outbound or Outbound Calls	any outgoing call made by a party via a Wholesale SIP Trunking Service
Phone-paid Services Authority or PSA	the regulatory agency for premium rate services or any similar body which may be appointed in addition to or in substitution of the PSA by any competent authority
Phreaking	means the action of experimenting with or manipulating a telephone system often by the use of electronic devices and usually for the purpose of making telephone calls without charge or at the incorrect rate.
Planned Engineering Works	means the scheduled maintenance activity which GIACOM will undertake from time to time in accordance with this Service Schedule to maintain and/or upgrade the Wholesale SIP Trunking Service which may affect the availability of the Wholesale SIP Trunking Service
PSTN	means a public switched telephone network.
Rates	a rate per minute for all Traffic routed as set out in the Rate Card
Recurring Charges	recurring (non-usage based) charges for the Wholesale SIP Trunking Services such as line rental and circuit charges.
SBC	is a Session Border Controller that the Authorised Equipment connects and authenticates to
Services Description	the description of the Wholesale SIP Trunking Services issued by GIACOM from time to time.
Service Establishment	means the process required to be followed in order that the Wholesale SIP Trunking Service can be provided to the User.

Service Features	means a distinguishable software function of the Wholesale SIP Trunking Services.
Service Measurement Period	means a period of one (1) calendar month.
Session Boarder Controller	is a dedicated hardware device or software application that governs the manner in which phone calls are initiated, conducted and terminated on a Voice over Internet Protocol (VoIP) network
Site	each site to which a Service is to be provided as set out in the Order.
Traffic	Calls made or prospectively to be made by Users.

SCHEDULE 2

Not used

SCHEDULE 3

Services, Service Levels and Service Credits

1. FAULT RESOLUTION

- 1.1. GIACOM will provide repair and service management facilities to perform the following functions:
- 1.1.1.1. receiving, logging and dealing with enquiries relating to faults;
 - 1.1.1.2. investigation, diagnosis and repair of faults; and
 - 1.1.1.3. co-ordination of fault repair.
- 1.2. Fault reporting is only available by email; however, faults can be reported 24 hours a day 7 days a week and support will be providing during Business Hours.

2. FAULT CLASSIFICATION

- 2.1. GIACOM will assign fault levels in line with the table below;

Severity	Fault Description
Priority 1 Total Outage	For faults where the issue has existed for five minutes or more before logging and is limited to total loss of the applicable service being any of: <ul style="list-style-type: none"> i. Dial tone unavailable ii. Outbound or Inbound calling unavailable iii. No Outbound calls connecting iv. All Outbound or Inbound calls in progress drop
Priority 2 Severe Intermittence	Intermittent connectivity of a Site that has high degree of Service impact and where the intermittence can be demonstrated repeatedly within an hour interval, being any of: <ul style="list-style-type: none"> i. Dial tone unavailable ii. Outbound or Inbound calling unavailable iii. No Outbound calls connecting iv. All Outbound or Inbound calls in progress drop
Priority 3 Degradation	Intermittent connectivity that has low Service impact and where the intermittence cannot be demonstrated repeatedly within an hour interval. Low Service impact is where voice quality can be reasonably regarded as low with a degradation of audio quality, for example, clipping, buzzing, crackling, dullness, echo or static.

3 SERVICE LEVELS

- 3.1 To meet the Service Levels, GIACOM and/or any of GIACOM's third party suppliers may require that the User be onsite and that remote access to the Wholesale SIP Trunking Service, or equipment or system be available to allow remote diagnostics and maintenance.
- 3.2 GIACOM shall use its reasonable endeavours to achieve the following Service Levels:

Severity	Service Level and Target Resolution Time
Priority 1	For faults reported before midday on any Business Day, clear by 23:59 on the same day. For faults reported after midday, clear by midday on the following Business Day. Example: Fault reported Wednesday 11:59, a resolution would be provided by 23:59 Wednesday. Fault reported by 12:00 or after, a resolution would be provided by Thursday 11:59.
Priority 2	Clear by end of next Business Day Example: A fault reported Thursday would be cleared by 23:59 Friday.
Priority 3	Clear by end of next Business Day + 1 Business Day Example: A fault reported Thursday would be cleared by 23:59 Monday.

4 SERVICE CREDITS

- 4.1 Service Credits will only be payable against the specific Wholesale SIP Trunking Service(s) impacted and are subject to a cap of 20% of the Recurring Charges incurred in the calendar month in which the service failure(s) arose in conjunction with Service Levels set out in paragraph 3.2 of this Schedule 3.
- 4.2 The following Service Credits apply, where the specified percentages are of the Recurring Charges associated with the failed service:

Priority Level	Time to restore	Service Credit
1	For faults reported before midday on any Business Day, clear by 23:59 on the same day. For faults reported after midday, clear by midday on the following Business Day.	0%
1	Clear by end of next half Business Day + 1 Business Day	10%
1	Clear by end of next half Business Day + 2 Business Days or later	20%
2	Clear by end of next Business Day	0%
2	Clear by end of next Business Day + 1 Business Day	10%
2	Clear by end of next Business Day + 2 Business Days or later	20%

- 4.3 Service Credits shall not be issued in connection with any failure to meet the Service Level, as determined by GIACOM that is attributable to:
- 4.3.1 reasons beyond its reasonable control, including, without limitation, reasons of Force Majeure, and actions or omissions of the User;
 - 4.3.2 faults or omissions in equipment, wiring, cabling, software or other services which are not maintained or supplied by GIACOM or any member of the GIACOM Group;
 - 4.3.3 the User power related issues not caused by GIACOM;
 - 4.3.4 any breach of this Service Schedule, whether directly or due to the acts or omissions of any User;
 - 4.3.5 any unauthorised acts or misuse of the Wholesale SIP Trunking Service;
 - 4.3.6 a suspension of the Service in accordance with the Agreement and/or this Service Schedule; or
 - 4.3.7 GIACOM requests that the User tests the Wholesale SIP Trunking Service and no failure in the Wholesale SIP Trunking Service is detected;
 - 4.3.8 the fault is not a Priority 1 or Priority 2;
 - 4.3.9 the Wholesale SIP Trunking Service is modified or altered otherwise than in accordance with the Agreement and/or this Service Schedule; or
 - 4.3.10 Any incident that arises from any planned maintenance or emergency maintenance
- 4.4 Service Credits will be made by deduction from the Charges and shall only be payable if the User notifies GIACOM in writing within 30 days of the failure giving rise to the Service Credits.
- 4.5 All claims for Service Credits as set out in paragraph 4.4 must be supported by the appropriate fault ticket references and SIP Trunk references.
- 4.6 Service Credits shall be the sole and exclusive financial remedy of the User for, and in full and final settlement of, any failure by GIACOM to achieve the associated Service Levels and in respect of all loss, damages, costs and expenses caused by or relating thereto, regardless of the form of action.

Wholesale SIP Inclusive Calls Fair Use Policy August 2023

These Terms of Service are set out by Giacom to cover Bundle Products (SIP Trunks with Inclusive calls, supplied via Voiceflex™ and include Voiceflex™ products with inclusive minutes only). These are in addition to the Conditions specified in the Wholesale SIP Trunking Service Description and Master Service Agreement.

1. Calls to numbers beginning with 01,02 & 03 and headline mobile carriers, such as Vodafone, EE, 3, O2 (Telefonica) covered by charge codes fm1, fm3, fm4, fm5 and fm6 are inclusive in the Bundle tariff for calls delivered in the United Kingdom subject to fair use. Calls to redirect services, Wi Fi services (fw charge codes), Channel Islands, the Isle of Man, other UK mobile dial strings that fall into charge codes that are not specified above are not included in any bundled minutes.
2. The inclusive calls bundle is subject to a Fair Use Policy (FUP). The combined number of minutes to UK 01, 02 &03 and UK Headline mobile (fm1, fm3, fm4, fm5 and fm6) is 5,000 minutes in each calendar month per channel, any unused minutes will not be rolled over to the next calendar month and 03 minutes must not exceed 10% of the total outbound minutes used for that Company.
3. The ratio of outbound to inbound calls does not exceed 75% of outbound calls to the total calls made and received on each customer SIP Trunk. Exceptions will apply when:
 - i Awaiting number porting.
 - ii Customer has been using the service for less than 4 weeks.
 - iii Calls per channel are less than 15 minutes per day.
4. Inclusive calls are provided on the basis that service is to be used by the end user customers and will not be used by automated and non-human operators, which includes all types of diallers. Giacom reserve the right to suspend the service without prior notice and/or remove this offer and charge retrospectively for ALL call usage should the terms of the FUP be broken or if we suspect the service is being used to generate AIT (artificially inflated traffic), or if the service is suspected to be used for the involvement in fraud, illegal activity, terrorism, and arbitrage.
5. Calls forwarded or diverted will be charged at the agreed pence per minute rate and are not included in the bundle.
6. Should a company exceed the usage limits defined in the FUP, it is the Users responsibility to check use remains within the fair use policy. Should any company breach the FUP, Giacom reserve right to suspend the inclusive calls offer without prior notice and ALL USAGE for the customer from the suspension date will be rated at the call tariff assigned to the customer for future whole months.
7. Giacom reserves the right to review the Inclusive calls offer at any time giving 30 days' notice of any change.