

PRODUCT SCHEDULE

IP VOICE

The terms and conditions herein relate only to the Products listed in Clause 1 and are supplemental to those contained in the Framework Agreement and in the event of conflict prevail over the terms of the Framework Agreement.

1 SCOPE

1.1 These Product Terms cover IP Voice Products marketed by the Service Provider and defined as:

- i) Nebula Voice
- ii) IP Telephony or Voice over IP (VoIP)
- iii) Cloud Voice.
- iv) iPECS Cloud
- iv) Associated services related to the provision of IP Voice Products such as On-Premise PBX systems, Voice Applications, Voicemail, Call Recording, other Call Features, Numbers and Number Porting
- v) Associated IP Voice configuration and maintenance services

2 TERM

2.1 These Product Terms shall commence on the date of its execution (the "Commencement Date") by the parties and shall continue until the termination of the final Order Form related to the Products purchased under these Terms.

2.2 Each Order Form will specify the Initial Term, which will be the agreed period that the Service Provider provides the Services to the Customer and that the Customer agrees to pay the relevant Charges to the Service Provider. Unless otherwise specified, each Order Form will have a Renewal Term of twelve (12) months, renewable on each anniversary.

3 ORDERING PRODUCTS

3.1 The Customer may order IP Voice Products by submitting an Order Form in accordance with the terms of the Framework Agreement.

3.2 Provision of an IP Voice may be subject to survey and subject to agreement of the relevant technical requirement document(s).

3.3 The Customer is responsible for providing Service Provider with all information that is relevant for the provision of the Service, including information requested as part of the Order Form.

- 3.4 The Service Provider reserves the right to request additional information in order to provide an IP Voice Product prior to acceptance of an Order Form. Such additional information will be deemed to form part of the Order Form.
- 3.5 The Service Provider will have no responsibility for any failure to provide the Service, or any failure in the Service, which is a result of any failure on the Customer's part to provide accurate and complete information. Failure to provide information as requested may result in delays in the Service commencement and/or charges being applied prior to the Service Commencement Date.
- 3.6 The provision of Services is conditional on a satisfactory Survey and, where applicable, agreement of the Site Wayleave by the Site Owner. The Agreement may be cancelled by either Party without liability if the results of any Survey are in either Party's reasonable opinion unsatisfactory or the Site Wayleave is not agreed.
- 3.7 If a service is cancelled, amended or materially delayed by cause of the Customer's default during the provision of the Service, the Customer shall reimburse the Service Provider for any stranded costs including any charges levied by Third Party Suppliers
- 3.8 The Customer may add to or amend existing IP Voice Products by submitting a new Order Form and agreeing new technical requirement document(s) The Contract Term for any change will be as set out in the applicable Order Form.

4 ORDER FORM

- 4.1 The Customer will complete an Order Form for the Services and submit to the Service Provider for acceptance. The Order Form will specify the Services to be provided by the Service Provider, the duration of the Term and the Charges applicable.
- 4.2 In consideration of the payment of the Charges and any other sums payable hereunder, the Service Provider shall provide the Services to the Customer for the duration of the Term.

5 COMMENCEMENT OF SERVICES

- 5.1 The Service Provider will notify the Customer when it is ready to hand-over the Services to the Customer and will commence delivery of the Services from the Service Commencement Date. The Customer shall have three (3) business days from the Service Commencement Date (the "Review Period") in which to notify the Service Provider of any material non-conformity of the Services with the Agreement. In the event that the Customer has not served a notice of material non-conformity within the Review Period, the Services shall be deemed to be accepted. If the Customer serves a notice of material non-conformity in the Review Period, then the Service Provider shall remedy the applicable defect in the Services as soon as reasonably possible and re-submit the applicable Service to the Customer for further review. The Service Provider shall have the right, but not the obligation, to be present during the carrying out of any review of the Services.
- 5.2 The Service Provider shall provide the Service materially in accordance with the Agreement, including the applicable Product Description and the applicable Service Level Agreement.

- 5.3 The Customer must promptly supply the Service Provider with all information and materials reasonably required by the Service Provider to supply the Service. Failure to do so may result in Charges in line with Clause 6.
- 5.4 The Service Provider shall use the reasonable skill and care of a competent telecommunications service provider in providing the Service. However, the Customer accepts that it is technically impracticable to provide the Service entirely free of faults or uninterrupted and the Service Provider does not undertake to do so.
- 5.5 The Service Provider warrants that all such licences, authorisations, approvals and consents as are necessary to enable the Service Provider to legally provide the IP Voice services as envisaged by this Schedule have been obtained and will be maintained and kept up to date and it has the unimpaired right to supply the IP Voice services.

6 CHARGES

- 6.1 Charges for the Services are as agreed on the Order Form and the Service Provider will charge the Customer fair and reasonable costs for the Customer's usage (and any reasonable administration costs) in excess of the Customer's Service usage limit (usage cap).
- 6.2 Unless otherwise specified on the Order Form, Charges will apply from the Service Commencement Date.
- 6.3 Charges for IP Voice Products include the following categories:
- 6.3.1 Activation charges: Activation Charges are charges made for the provisioning, connection and activation of a Service and the supply of Equipment. The Activation Charges which apply to your order are the Activation Charges in force on the order date as specified in the Order Form and are not subject to change for such order.
- 6.3.2 Monthly Charges: Monthly Charges are charges made for the rental of a Service. The recurring charges which apply to your Service for the Minimum Contract Period is the applicable tariff on the date you place your order as specified in the Order Form and are not subject to change during the Initial Term except as stated in Clause 6.4 of the Framework Agreement.
- i) If the Monthly Charge is subject to a discount for a fixed period ("Discount Period"), after the Discount Period, the standard tariff applicable on the Order Date will apply.
 - ii) After the Initial Term, the applicable Monthly Charges are the Standard Rates published by the Service Provider.
 - iii) Monthly Charges are due monthly in advance unless otherwise agreed on your Order Form.
- 6.3.3 Call charges: The applicable call charges are calculated in accordance with the Customer's usage and the rates for calls agreed on the Order Form or as published as Standard Rates by the Service Provider.
- i) Call charges are due monthly in arrears, or on notice from us to you, more frequently.

- 6.3.4 Other charges: Other Charges are charges identified in the Standard Rates that are not Activation, Monthly or Usage Charges and may relate, without limitation, to such matters as Service upgrades or migration, feature activation, engineer site visit, excess usage charges, AdEPT Fraud Protection Service, change of address or early termination.
- i) Other Charges are due as described in the Standard Rates
- 6.4 Standard Rates are published on the Service Provider website or available on request. The Service Provider reserves the right to move the Customer to the Standard Rates at the end of the Initial Term and if the Customer is not on a renewable contract.
- 6.5 It is a condition of the Agreement that the Customer pays the Charges in full without any set-off, deduction, withholding, restriction or condition whatsoever.
- 6.6 Other than where Charges are based solely on usage, the Customer's liability for Charges starts from the Service Commencement Date whether or not the Service is used.
- 6.7 The Customer is responsible for payment of all calls made using the Service.
- 6.8 The Customer will indemnify, defend and hold harmless the Service Provider from and against any liabilities, actions, losses, damages, judgments, costs, claims or expenses incurred by the Service Provider or legal proceedings which are brought or threatened against Service Provider by a third party (including, without limitation, a Customer or an End User), in the event of any fraud or Artificial Inflation of Traffic.
- 6.9 Unless the Customer indicates on the Order Form that it does not require an itemised bill then, the Service Provider will provide the Customer with an itemised bill in accordance with its regulatory obligations.
- 6.10 Where prior to entering into the Agreement or at any time during its term, the Customer has indicated any anticipated usage/take up levels of the Service and such usage/take up levels are not met, the Service Provider may, without prejudice to any other rights under the Agreement, apply revised Charges.
- 6.11 Once the Services have been activated, if the Customer wishes to terminate a particular Order Form at the end of the Initial Term, then the Customer must provide the Service Provider with 90 days written notice prior to the Initial Term end date of that Order Form. Unless agreed specifically with the Customer, all contracts are 'renewable' contracts. This means that at the end of the Initial Term it becomes a monthly renewable contract. The Customer can only terminate this if the Customer provides the Service Provider with 90 days written notice prior to the Initial Term end date or 30 days' written notice prior to each of the subsequent 'renewal' periods.
- 6.12 If the Customer wants to end any part of the Services or the contract early (during the Initial Term or any subsequent renewal period), the Customer will be liable to pay the Service Provider an early termination fee. If the contract is terminated by the Customer prior to the end of the Initial Term or subsequent renewal period, then 100% of the charges for the Services for the remainder of the Initial Term or subsequent renewal period are payable in full. The value of the Services will be based upon the average of the last three months' invoices issued by the Service Provider prior to the receipt of notice of termination.

- 6.13 Any charges levied on the Service Provider by Third Party Suppliers relating to terminated services shall be passed on to the Customer.

7 INSTALLATION

- 7.1 The Service Provider (or other companies or organisations acting on the Service Provider's behalf) may need to visit the Customer's premises to carry out tests, provisioning or activation. The Customer agrees to such visits and to provide such other co-operation and assistance as may reasonably be required. The Service Provider will liaise with the Customer to arrange the timing of these appointments.
- 7.2 The Service Provider is not responsible for any internal wiring, additional phone sockets or extension cables unless otherwise instructed as part of the Order Form.

8 EQUIPMENT

- 8.1 Following any Installation, the Customer shall be responsible for the Equipment and must not add to, modify or in any way interfere with the Equipment, nor allow anyone else (other than someone authorised by the Service Provider) to do so. The Customer will be liable to the Service Provider for any loss or damage to the Equipment, except where such loss or damage is due to fair wear or tear or is caused by the Service Provider or any of its Contractors.
- 8.2 The Customer must ensure that any equipment connected to or used with the Services is connected and used in accordance with any applicable instructions, safety or security procedures and performs to published specifications for such equipment.
- 8.3 The Customer must ensure that any equipment which is attached (directly or indirectly) to the Services, is technically compatible with the Services and approved for that purpose under any relevant legislation.
- 8.4 Except as may be otherwise specifically provided under this Product Schedule, the obligations and responsibilities of the Service Provider under this Product Schedule are solely to the Customer and not to any third party. To the extent permitted by law, and subject to the limitations of liability in the Framework Agreement, the Customer will indemnify the Service Provider against any liabilities or costs arising from and all claims by any third party in connection with the use of the Services save where such liabilities or claims result from the fraud, negligence or willful default of Service Provider or breach of this Agreement by Service Provider.

9 ADDITIONAL VOICE SERVICES

- 9.1 The Customer may request the Service Provider to port its number(s) from another communications provider. However, the Customer agrees that this may not be possible, and the Service Provider may provide the Customer with a new number. If the Customer requests the Service Provider to port its number(s), the Customer agrees to provide the Service Provider with such assistance and cooperation as the Service Provider may need to port the number(s).
- 9.1.1 if the Customer requests the Service Provider to do so, the Service Provider will port the Customer's number(s) to another communications provider if reasonably practicable.
- 9.2 The Customer agrees that any numbers allocated to it are not owned by the Customer and may be withdrawn or replaced by the Service provider at any time.

However, the Service Provider will not arbitrarily withdraw or replace numbers and will only do so in accordance with regulatory obligations or the Customer's consent. Further the Customer will not attempt to sell, transfer or assign any number to any other party.

- 9.3 The availability of certain features (eg, Calling Line Identity Presentation (CLIP)) is dependent on the Customer's equipment, for which the Customer is responsible for – unless provided by agreement by the Service Provider – or dependent on activation by the Customer (eg, Voicemail).
- 9.4 The Service Provider may bar the availability of certain numbers, Services or features at its sole discretion. The Service Provider will use this discretion with regard to anomalous use of the Service in order to try to protect the Customer from fraud or unauthorised usage, although the Service Provider does not guarantee such protection. Without limitation this may include: call diversion to certain international numbers; calling card access numbers; and certain international destinations.
- 9.5 If the Customer purchases NGN services from the Service Provider then where any number remains unused or receives less than four (4) hours of calls per month after a period of one (1) consecutive month from initial connection, the Service Provider reserves the right to apply an administration charge of £10 per number for each inactive month.

10 MAINTENANCE

- 10.1 The Service Provider shall provide such preventative and corrective maintenance services during Normal Working Hours as it reasonably considers necessary for the proper functioning of the Service.
- 10.2 If the Customer detects any defect or impairment in the operation or performance of the Service, the Customer must notify the Service Provider's Service Desk of the nature of such defect or impairment.
- 10.3 The Service Provider will be entitled to charge, and the Customer will pay a service fee at the Service Provider's then current charging rates in the event that the need for any maintenance results from any one or more of the following:
 - 10.3.1 Misuse or neglect of or accidental or wilful damage to the Equipment, and/or Service; or
 - 10.3.2 Accidental or wilful disconnection of the Equipment, and/or Service; or
 - 10.3.3 Customer's failure to comply with any of the provisions of the Agreement; or
 - 10.3.4 A fault in, or other problem associated with, any telecommunications system not run by the Service Provider or in the Customer Apparatus; or
 - 10.3.5 Faults of a minor or intermittent nature which do not significantly affect the provision of the Service.

11 FORCE MAJEURE

- 11.1 In the event of:
 - 11.1.1 a refusal or delay by a third party to supply a telecommunications service to the Service Provider or where there is no alternative service available at a reasonable cost; or
 - 11.1.2 the Service Provider being prevented by restrictions of a legal or regulatory nature from supplying the Services;

the Service Provider notify the Customer of the same as soon as possible and will have no liability to the Customer for failure to provide the Services.

- 11.2 If any of the events detailed in clause 10.1 continue for more than three calendar months, either party may serve notice on the other terminating the affected part of the Services, without liability to the other party.

12 VARIATION

- 12.1 Unless otherwise set out in this Product Schedule any variation to the Product Schedule shall be agreed by the Parties in writing.
- 12.2 Notwithstanding Clause 12.1 the Service Provider reserves the right to amend or vary the Product Schedule, by giving the Customer 30 days' written notice thereof.
- 12.3 If the Customer requests and the Service Provider agrees to a change of Service (including without limitation adding, deleting or exchanging a Service) or a change of Site, the Customer must complete such formalities as the Service Provider shall require giving effect to such a change and the Customer must pay to the Service Provider its then current charges for such change and to reflect such change the Service Provider may without notice revise the Charges.
- 12.4 Subject as stated in this Clause, the Service Provider may upon reasonable notice vary the Service from time to time, provided that the new service will have at least equivalent functionality and service levels to the original Service.
- 12.5 The Service Provider may otherwise modify or cancel the Service, or part of a service, for a number of reasons including end of life, in the event that the Service Provider's Third-Party Suppliers' services are altered so as to affect the provision by the Service Provider of the Service or there is a technical or regulatory reason to do so.

Appendix 1: Definitions

Terms used in this Product Schedule shall have the meanings given to them in Clause 1 of the Framework Agreement, save as set out in the definitions below and as otherwise defined in the Order Form:-

“BT”	means British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ registered in England No. 1800000;
“Charges”	means all charges as specified on the relevant Order Form and as defined in accordance with Clause 6;
“CLI”	means the calling line identity;
“Commencement Date”	has the meaning given to it in Clause 2.1;
“Contractor”	means any third party with whom the Service Provider contracts in order to provide the Services;
“End User”	means a person who is the ultimate user of services which depend upon the provision of the Service Provider’s IP Voice service and whose activities may include without limitation making Calls which are connected by means of the Service Provider’s IP Voice service;
“Equipment”	means the equipment necessary to provide the Services that requires installation at the Premises;
“Initial Term”	means, the Minimum Contract Period as specified in the Order Form;
“IP”	means Internet Protocol;
“Order Form”	means a document setting out details of the Services and any Deliverables to be provided to the Customer; a signed quotation can constitute an Order Form;
“Service Commencement Date”	has the meaning given to it in Clause 5.1;
“Services”	means the Services as specified on the Order Form;
“System”	means the electronic communications network and information technology system which the Service Provider operates or provides so as to offer electronic communications services;

Appendix 2: Service Performance

Service Performance measures vary in accordance with the relevant Service Description applicable to the Services provided in accordance with this Product Schedule.

Appendix 3: Specific Terms

Appendix 3.1: Specific Terms: Nebula Voice/iPECS Cloud

1. iPECS Cloud Service Conditions
 - 1.1. The Customer acknowledges that the Service Provider provides the service in collaboration with its third party partner, Pragma.
 - 1.2. The Service Provider will provide the Customer with an internet portal account through which the service can be controlled online. The Service Provider shall use reasonable endeavours to maintain (but does not guarantee) access to such accounts 24 hours in every day on every day of the year and the Service Provider shall not be liable for any losses caused by any restrictions in such access.
2. Emergency Services Call Handling
 - 2.1. The Service Provider's Emergency Services Call Handling Service is provided to the Company subject to the conditions set out in paragraphs 2.2, 2.3 and 2.4 below. If such conditions are not met by the Customer, the Service Provider shall be under no obligation to provide or to continue to provide the Emergency Services Call Handling Service and may at its option and without liability to the Customer and without prejudice to its other rights and remedies under this Agreement suspend or terminate such service.
 - 2.2. The Customer shall provide the Service Provider with details of its End-Users (telephone number, End User name and installation address (including the post code) for each network termination point to enable the Service Provider to transmit these to BT for inclusion in the national emergency services operators' database and shall keep such details updated by providing Pragma with amendments and deletions thereto. For End Users with nomadic applications that use more than one network termination point, the installation address is the address where the application is normally used until such time as dynamic methods to update the address can be put into practice.
 - 2.3. In the case of a voice over internet protocol ("VoIP") originated Emergency Services Call, the Service Provider will make reasonable endeavours to provide an onwards connect service to the relevant emergency organisation via BT. The Service Provider will liaise and co-operate with the Customer if so requested by BT in order to attempt to identify the End User's location and telephone number if not automatically provided. The Customer shall handle, process and reply to all enquiries of this nature and to any complaints about Emergency Service Calls.
 - 2.4. Emergency Services Calls shall only be delivered by the Service Provider where there is a CLI for such Emergency Services Call in the correct national (UK) format.
3. CLI Service
 - 3.1. Where the Customer has ordered the Service Provider's Presentation CLI service, which allows the Customer to authorise the Service Provider to carry voice traffic with a Presentation Number different from its underlying CLI or endpoint(s) (as these terms are defined in NICC ND 1016 available at <http://www.niccstandards.org.uk/publications/public-net.cfm>), the Customer agrees to the following statement:

"I (the "Applicant") confirm to its telecommunications service provider, and I am duly authorised so to do, that:

- (i) *the number requested for use as a presentation number ("PN") is either allocated to the Applicant and the Applicant does not require the permission of anyone else in relation to that number or the requested PN is not allocated to the Applicant but consent from the allocated owner for its use as a PN has been obtained and has not been withdrawn;*
- (ii) *the requested PN is in use;*
- (iii) *the Applicant shall immediately inform its telecommunications service provider if any of the information in this statement ceases to be correct;*
- (iv) *the telecommunications service provider may suspend and/or withdraw use of its Presentation CLI Service if it is subsequently found that the information in this statement was, or has become, inaccurate or if the PN is being misused in any way;*
- (v) *the Applicant understands that the PN must not be a number that connects to a revenue sharing number that generates excessive or unexpected call charges in which case the telecommunications service provider may suspend and/or withdraw use of the Presentation CLI Service;*
- (vi) *the Applicant acknowledges that its network service provider may withdraw the service without penalty in the event that a) having made the appropriate configuration change the Applicant fails to make at least one test call within twenty (20) working days and/or b) the Applicant reverses the configuration change.*

The Applicant hereby indemnifies its telecommunications service provider and any underlying network service provider against any claims by any third party relating to use of the PNs.

The Applicant hereby acknowledges that the telecommunications service provider may withdraw this facility at any time for regulatory or legal reasons or if it suspects its misuse or if its use is challenged by any third party.

Appendix 3.2: Specific Terms: Maintenance and Support

1. Maintenance Service – Definition

- 1.1 Routine maintenance and periodic inspection shall be performed in accordance with the Service Provider’s current procedures and the manufacturer’s recommendations, as appropriate.
- 1.2 All faults on the System resulting from fair wear and tear shall be corrected in accordance with the appropriate Class of Service. The Service Provider shall use all reasonable endeavours to respond, including by remote means and by providing advice, within the time associated with the Class of Service/Maintenance Service Matrix specified in the table below. Following such response, the Service Provider shall provide a solution to faults on the system without unreasonable delay, by assisting the Customer by providing advice, implementing remedial action through remote means, or arranging for a replacement of all or part of the System with repaired equipment, delivered to the Customer without a visit by the Service Provider engineer if such equipment is suitable for fitment by the Customer.

Maintenance Service Matrix		
	Prompt	Total
5 days	0900 – 1730 Monday – Friday 4 working hours response	
7 days		24 Hour 7 Days 4 hours response

- 1.3 Where replacement parts are provided by the Service Provider, the parts removed shall become the property of the Service Provider. Where the cause of equipment failure has been diagnosed as lightning damage, fire or flood, the Service Provider shall hold the faulty items in storage for a period of three months.
- 1.4 Where the cause of a problem with the System is proved to be a System software fault, the Service Provider will install a patch fix or implement an avoidance procedure.
- 1.5 The Service Provider may, at any time, substitute a later release of System software which will incorporate corrections in lieu of patch fixes on earlier releases. Later releases providing unchanged features and facilities shall be provided free of charge.
- 1.6 If the Customer requests the Service Provider to incorporate new features and/or facilities, a charge shall be made based on the licence fee for the new release.
- 1.7 Any modifications or additions to the System necessary to provide compatibility with a later release of System software shall be undertaken by the Service Provider and a charge made based on the equipment supplied and the work completed. If reconfiguration implementation and associated work is required, a charge will also be made on the same basis.
- 1.8 Later releases of System software may create differences due to changes in features and facilities available and The Service Provider shall use all reasonable endeavours to minimise such differences and to advise the Customer of known differences prior to implementation. In no event shall the Service Provider be held responsible for operational difficulties caused by the integration of later releases of System software with third party supplied equipment.

- 1.9 Replacement System software is provided under a non-exclusive and non-transferable licence for use with the System and only for the purpose for which System software is supplied.
- 1.10 The Service Provider shall undertake the repair of wiring connected to the Call Routing Apparatus, and the repair or replacement of equipment relating to standby power supplies including rectifiers, batteries and Uninterruptable Power Supplies (UPS) in accordance with the manufacturer's recommendations as appropriate, at additional charge to the Customer.
- 1.11 If requested by the Customer, the Service Provider shall provide service outside the Customer's Service hours at additional charge, either by continuing work beyond the Customer's Service hours or by commencing work outside such hours.
- 1.12 Where the Customer requires the Service Provider to respond to a report relating to a fault which is known not to be included in the Charge at the time of reporting, the Service Provider shall provide the service as described as in Clause 1.2 of this Appendix and further agreed within the relevant Order Form. Where the Customer requires the Service Provider to respond to a reported fault outside the Customer's Service hours, the Service Provider shall provide the service described in Clause 1.2 whether or not the fault is included in the Charge. Where such service provided by the Service Provider under this clause falls outside the Charge, such service will be charged to the Customer in accordance with clause 1.7 herein. A response is defined as the moment the call is logged onto the Service Provider's Call Logging System or at the point when the engineer responds to the customer via email or telephone.
- 1.13 Clause 3 of this Annex describes the exclusions from the Service. It is probable that The Service Provider is prepared to undertake the work at additional charge to the Customer, based on The Service Provider's rates applicable at the time of work, subject to receipt of the Customer's authorised purchase order.
- 1.14 In the event of a fault occurring which cannot be attributed with certainty to the equipment comprising the System, the Customer may report the fault to The Service Provider. If the fault proves not to be with the System, The Service Provider reserves the right to make an additional charge for the work undertaken in response to the report (as specified in Clause 3).
- 1.15 In the case of voice over IP (VOIP) installations, the Service Provider will be responsible for diagnosing faults from the Service Provider supplied Communications Server to the External Device Connection Port on that server, the Service Provider will also be responsible for any Service Provider supplied Power Over Ethernet units from the port connecting to the Customer's LAN to the port connecting to the Customer's cabling infrastructure. The Service Provider will also maintain the IP Hardphone, if the customer has chosen this option. Therefore, the Customer owned LAN and associated hardware together with the cabling infrastructure from Patch Panel to Floor Outlet will be the Customer's responsibility. The response times for the Service Provider maintained equipment will be as specified in Clause 1.2 of this Schedule and further agreed on the Order Form.

Customer's Responsibilities

- 1.16 The Customer shall ensure that the environmental conditions at the site of the System comply with the requirements from time to time of the Service Provider, the Network Operator and any other approved authority.
- 1.17 Ensure that the Service Provider engineers have full, free and timely access to

the System and log book.

- 1.18 Provide adequate working and storage space, and such other facilities as the Service Provider's staff may reasonably require, and observe any common law or statutory requirements relating to health and safety at work.
 - 1.19 Maintain all records required by Telecommunications Services Licence (TSL) or Self-Provision Licence (SPL) as issued from time to time by the Department of Trade and Industry, and making such records available to The Service Provider.
 - 1.20 Comply with all statutory requirements concerning the use of the System.
 - 1.21 Obtain and pay for all licences necessary for operation of the System
 - 1.22 Prevent anyone other than the Service Provider's staff from altering, adjusting or otherwise interfering with the System or any equipment belonging to the Service Provider without the Service Provider's prior written consent.
 - 1.23 Ensure that all drawings, sketches and information supplied to the Service Provider upon which the Service Provider shall rely are sufficiently accurate and factual for the Service Provider's purposes.
 - 1.24 Maintain all consents necessary for access, delivery, installation, siting and maintenance of Disaster Recovery equipment, if applicable, and to provide, without charge, power and other facilities reasonably required by the Service Provider.
 - 1.25 Ensure that the network connection point is undamaged and accessible to the Service Provider and repair any damage preventing the connection of Disaster Recovery equipment if applicable.
 - 1.26 Provide the Service Provider with a documented shelf map and System software dump, if the Service includes Disaster Recovery "Like for Like" replacement, and advising the Service Provider of any changes thereto.
 - 1.27 The Customer hereby indemnifies and shall keep indemnified the Service Provider against any claims arising against the Service Provider due to the Customer permitting the System to be altered, adjusted or interfered with by other than the Service Provider authorised engineers, or due to the Service Provider being unable to keep the System in good working order due to causes within the control of the Customer.
2. The Service Provider's Warranty
 - 2.1 The Service Provider shall exercise all reasonable skill and care in the provision of the Service and shall comply with all regulatory requirements of an Approved Maintainer of Call Routing Apparatus. The Service shall be provided by competent personnel in a professional manner in accordance with best industry practice.
3. Costs Not Included In The Charges
 - 3.1 The Service Provider may make additional changes at its current rates for costs not included in the Charges, being these costs relating to:
 - 3.1.1 equipment not listed on the Order Form Form;
 - 3.1.2 any failure of wiring connected to the Call Routing Apparatus (the work shall be undertaken at additional charge), plain ordinary telephones (POT), or headsets;
 - 3.1.3 lightning damage and damage caused by electromagnetic interference;
 - 3.1.4 accidental or deliberate damage, misuse, negligence or failure to observe the Service Provider's recommendations or those of the Network Operator or

other relevant authority; causes external to the System such as those resulting from any failure or fluctuation of the electricity supply or air conditioning; any defect or failure in the Public Telecommunications Network; any fault which is not the result of fair wear and tear.

3.1.5 moves and changes required by the Customer;

3.1.6 meeting a change in the requirements or practices of the Network Operator or other relevant authority;

3.1.7 replacement of consumable materials, including printer ribbons, paper and cassettes;

3.1.8 loss of Customer-generated software programmes.

3.1.9 responding to a fault report when the System proves not to be faulty, for example, where no fault exists or the fault is with the Network or equipment maintained by others;

3.1.10 Maintenance Acceptance Tests (MAT) which The Service Provider reserves the right to perform prior to accepting the System for maintenance, or Network Connection Procedures (NCP) requested by the Customer, or network operator's charges relating to Disaster Recovery equipment;

3.1.11 errors in information supplied by the Customer upon which The Service Provider has placed reliance;

3.1.12 repair or replacement necessary to allow use of Disaster Recovery equipment;

3.1.13 faults existing at the time of Service commencement except where covered by the Service Provider warranty;

3.1.14 repair or replacement of equipment relating to standby power supplies including rectifiers, batteries and Uninterruptable power supplies (UPS), such work to be undertaken at additional charge;

3.1.15 work covered by this Agreement and included within the Charges but taking longer or attracting additional costs as a result of any of the causes in sub-clauses 3.1.1 to 3.1.14 inclusive.