

TELEPHONY PRODUCT TERMS

1 SCOPE

1.1 These Product Terms cover:

- (a) Single telephone lines using WLR;
- (b) Multi telephone lines;
- (c) ISDN2;
- (d) ISDN30;
- (e) SIP Trunking; and
- (f) Inbound solutions including:
 - (i) Auto Attendant;
 - (ii) Bespoke IVR services;
 - (iii) Call conferencing, queuing and data capture;
 - (iv) Call Care 2;
 - (v) Call Recording;
 - (vi) Secure certificates;
 - (vii) Non-geographic numbers;
 - (viii) Geo-fix;
 - (ix) Premium rate services;
 - (x) Hosted Call Centre (HCC); and
 - (xi) Inbound Call Control (ICC).

2 ORDERING OF PRODUCTS

- 2.1 Customer may order Telephony Products by submitting a Product Order in accordance with the Customer Account Terms.
- 2.2 Service Provider reserves the right to request additional information in order to provide a Telephony Product prior to acceptance of any Product Order. Such additional information will be deemed to form part of the Product Order.

3 ADDITION OF PRODUCTS

- 3.1 Customer may add to or amend existing Telephony Products by submitting a new Product Order. Depending on the complexity of the change, Service Provider reserves the right to request additional information to form part of the Product Order.
- 3.2 The Contract Term for any change to a Contract for Telephony Products will be as set out in the applicable Product Order.

4 PRODUCT SUPPORT

- 4.1 Service Provider will provide support, where purchased, for Telephony Products in accordance with the Customer Account Terms and the attached Support Annex.

5 CALL RECORDING

- 5.1 In order to provide any Call Recording Product, each call to be recorded must be routed over the Service Provider Network.
- 5.2 The Parties agree that Recordings and any data contained within the Recordings are the responsibility and property of Customer.
- 5.3 Customer will notify Service Provider of all CLIs that it requires to be recorded by the Call Recording Product and Customer is solely responsible for notifying Service Provider of any changes, deletions or amendments to any such CLIs.
- 5.4 Unless otherwise agreed between the Parties, Service Provider will commence recording of calls automatically on call answer and will terminate recording on call release.
- 5.5 Service Provider reserves the right to refuse access to any Recordings, subject to being provided with such evidence as it may require that the relevant requestee has authority to access such Recordings.
- 5.6 Service Provider will store two copies of all Recordings for the Contract Term unless otherwise stated in the Product Order and will charge Customer for such storage at the rates set out in the Price List.
- 5.7 Customer should ensure that all Recordings it wishes to retain have been downloaded as Service Provider will delete all Recordings relating to such Call Recording Product immediately following termination of any Call Recording Product (or as provided in the Product Order) and will have no liability to Customer in regard of such deletion.
- 5.8 Service Provider reserves the right to access and retain the Recordings or copies of them for the purposes of:
 - (a) observing the performance of any Call Recording Product;

TELEPHONY PRODUCT TERMS

- (b) retaining a record of activity on Service Provider's Network; or
- (c) performing maintenance or resolving any Incidents.

6 ALLOCATION AND USE OF EACH CLI

- 6.1 Nothing in these Product Terms gives Customer ownership of any CLI, dialling code or static IP address provided by Service Provider as part of any Telephony Product.
- 6.2 Customer may transfer CLIs to Service Provider and may also transfer CLIs from Service Provider to other Third Party Operators with whom Service Provider has a relevant porting agreement.

7 UNUSED PRODUCTS

- 7.1 Without prejudice to any other right or remedy available to Service Provider if any number allocated to Customer:
 - (a) remains inactive for six consecutive calendar months; or
 - (b) 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,

Service Provider may, on notice, either:

- (i) remove any such number from Customer; or
- (ii) charge for the retention of such number by Customer at the appropriate rate as set out in the Price List,

unless the number has been notified in advance to Service Provider as being part of a specific disaster recovery plan.

8 PRODUCT RESTRICTIONS

- 8.1 Customer must notify Service Provider five Business Days before any significant increase in traffic across the Service Provider Network will arise as a result of the use of Telephony Products by Customer (for example ticket sales, marketing promotions, etc). For the purposes of this Clause, a significant increase will mean more than 5,000 calls in a 15 minute period to one phone number (or the aggregate of non-geographic numbers if they point to one number).
- 8.2 In relation to any Telephony Product which is subject to line rental, being the provision of rented access to a telephone line and any ancillary extras which Service Provider expressly agrees to provide, save where Service Provider is not currently able to provide the applicable Telephony Product, or as required by Legislation, Customer will route inbound call traffic across the Service Provider Network.
- 8.3 Service Provider cannot guarantee the correct function of any Telephony Product or service not provided by Service Provider but which operates across a Telephony Product. A list of services as identified by Service Provider or any Third Party Operator known to be incompatible with the provision of the applicable Telephony Product is available from Service Provider but Customer acknowledges this is for illustrative purposes only as third party services are constantly changing.

9 EMERGENCY CALLS DATABASE

- 9.1 Save where Service Provider does not allocate CLIs to Customer, Customer must be aware that it must maintain up to date information in relation to any installation address or other relevant details which will have an impact on ensuring that correct information is passed to any emergency organisation in accordance with condition 4 of OFCOM's general conditions of entitlement (as updated from time to time). Without restricting Customer's obligations in this Clause 9, Customer will:
 - (a) ensure that it provides a full postal address for each CLI which is PAF validated;
 - (b) respond within one Business Day to any request from Service Provider to correct a discrepancy in any installation address as reported by the emergency services;
 - (c) promptly cooperate with any audits conducted by Service Provider to ensure such compliance; and
 - (d) only use each CLI which has been provided by Service Provider as part of an inbound service for this purpose only. Where Customer uses, or allows a CLI to be used for any other purpose, including to make outbound calls, this will be a material breach of a Contract.

10 PREMIUM RATE SERVICES

- 10.1 In the case of any Telephony Products regulated by the Premium Services Regulator Customer:
 - (a) confirms that it has and will ensure that it continues to have adequate customer service and refund mechanisms in place (including a non-premium-rate UK customer service phone number) in order to discharge its obligations under the Premium Services Regulator code of practice;
 - (b) agrees always to comply with all applicable Legislation including the Premium Services Regulator code of practice. Customer must also abide by any directive, direction, instruction, recommendation or other similar advice that OFCOM or the Premium Services Regulator gives from time to time;
 - (c) will help Service Provider to comply with all requirements and conditions imposed by the Premium Services Regulator, OFCOM or by law which affects the Telephony Products;
 - (d) will provide Service Provider promptly with any information or material relating to Customer's use of such Telephony Products as Service Provider may request from time to time;
 - (e) will immediately cease to use any of the Telephony Products which Service Provider have notified to Customer are in breach of any part of the Premium Services Regulator code of practice;

TELEPHONY PRODUCT TERMS

- (f) will inform Service Provider of any:
- (i) changes or additions to any information it has supplied to Service Provider at any time; and
 - (ii) sanctions imposed on Customer or any associated individuals by the Premium Services Regulator or OFCOM.
- 10.2 Where the Telephony Product is paid for by way of a revenue share between Service Provider and Customer, Service Provider will notify Customer of the amount of revenue share due for each month within 15 days of the end of the month and raise a "self-bill" invoice in respect of the revenue share on behalf of Customer. Subject to the provisions of this Clause 10, Service Provider will pay the revenue share within 45 days of the date of the invoice. Customer does not have the right to set off the revenue share against any sums due to Service Provider by Customer.
- 10.3 Customer must complete a self-bill request as more particularly detailed in the applicable Product Documentation.
- 10.4 Where access to a revenue share Telephony Product is obtained by a caller without payment to Service Provider or any other public communications provider then Customer will not be entitled to any payment from Service Provider in respect of such a call.
- 10.5 Service Provider has the right to suspend or terminate Contracts where:
- (a) activities are discovered that do not comply with one or more provisions of the Premium Services Regulator's code of practice; or
 - (b) Service Provider reasonably suspect that any such non-compliant activities have occurred or are occurring.
- 10.6 Service Provider has the right to retain all or part of any revenue share:
- (a) when directed by the Premium Services Regulator;
 - (b) where any network operator withholds or reclaims any corresponding sums from Service Provider as a result of Customer's acts or omissions; or
 - (c) Service Provider has reasonable grounds to believe the Service is being used for fraudulent or other illegal activity or otherwise in breach of the Agreement (only until such time as Customer proves to reasonable satisfaction of Service Provider that this is not the case).
- Service Provider has the right to pay all or part of any retained revenue share to the Premium Services Regulator or a third party as directed by the Premium Services Regulator or as otherwise required by Legislation.
- 10.7 Where Service Provider is required to make any payment to any Third Party Operator, the Premium Services Regulator or any other third party in the circumstances set out in Clause 10.6, Customer will pay to Service Provider on demand a sum equal to any shortfall between the amount due and any sums retained under Clause 10.6.
- 10.8 In accordance with the the Premium Services Regulator code of practice and Section 1 of the Contracts (Rights of Third Parties) Act 1999, the Premium Services Regulator code of practice will be entitled to enforce all relevant provisions of these Product Terms against Customer as if it were a party to these Product Terms.

11 CHARGES

- 11.1 The Charges relating to each Telephony Product are set out in the Price List. Where a Customer uses a Telephony Product for which there is a variable rate (for example international calls) then it will be charged in accordance with Service Provider's standard prevailing rates for such Telephony Product unless expressly agreed otherwise.
- 11.2 Unless otherwise stated in the relevant Product Order, the Charges for Telephony Products will be invoiced in the following manner:
- (a) Recurring Charges:
 - (i) will be billed monthly in advance; and
 - (ii) for a part month billing due to new installation, addition or cancellation will be billed (or credited) pro rata in arrears; and
 - (b) all other Charges will be invoiced monthly in arrears.
- 11.3 Any amendment by Service Provider to Customer's rates for revenue share services will, for the purpose of this Clause 11, be governed by Service Provider's right to vary Charges pursuant to Clause 5.7 of the Customer Account Terms.
- 11.4 Service Provider reserves the right to amend Charges as a result of Customer breach of Clause 8.2.
- 11.5 Charging in relation to Telephony Products which are subject to the PhonepayPlus Code will be paid in accordance with Clause 10.
- 11.6 Each year during the applicable Contract, TalkTalk Business reserves the right to increase the recurring rental charges for its SIP Trunking Product by an amount no greater than the annual retail consumer price index +3.9%.

12 CALL CHARGES

- 12.1 Call Charges will be charged at three rates according to the time the call was initiated and the destination as follows:

Rate	Time Period
Peak	08:00.00 – 17:59.59 Monday – Friday GMT/BST
Weekend	00:00.00 Saturday – 23:59.59 Sunday GMT/BST
Off Peak	All times which are neither Peak nor Weekend.

TELEPHONY PRODUCT TERMS

- 12.2 Bank Holidays are treated as a normal day.
- 12.3 Where a call overlaps between periods, the whole call will be charged at the rate that applied when the call was initiated.
- 12.4 Calls are measured and billed in per second units or call units based on the applicable tariff. Charges are presented on Customer's invoice to two decimal places and are rounded up to the nearest whole penny before VAT is applied.

13 TERMINATION ON NOTICE AND CANCELLATION CHARGES

- 13.1 A Party may terminate a Contract or any Connection forming part of a Contract by giving notice to the other Party, however the Parties acknowledge that Telephony Product typically take up to 10 days to terminate and Customer will be liable for any Usage or Recurring Charges applicable until termination.
- 13.2 Cancellation Charges for Telephony Products are equal to the value of all Recurring Charges that would have been payable by Customer from the date of termination up to the end of the applicable Contract Term in respect of the Connections which are terminated, together with any applicable Cancellation Charges listed in the Price List or Product Order for the particular Telephony Product.

TELEPHONY PRODUCT TERMS

SUPPORT ANNEX

Support Hours and Maintenance Notification			
Incident reporting	24 x 7 x 365		
Incident Resolution	Premium	Priority 1 & 2 Incidents	24 x 7 x 365
		Priority 3 Incidents	24 x 7, Saturday, Sundays and public holidays excluded
	Standard	24 x 7, Saturday, Sundays and public holidays excluded	
Maintenance notification	Minimum of 10 Business Days		

SIP Trunking Resolution Targets*	
Priority Level	Resolution Target (Clock Hours)
Priority 1	9
Priority 2	72*
Priority 3	168**

* Resolution Targets are not available for International SIP Trunking or for International Inbound numbers associated to an SIP Trunking service.

** Incident Resolution for Priority 2 and 3 SIP Trunking are measured using Clock Hours on Business Days only.

Resolution Targets (Clock Hours) ¹		
Priority Level	Resolution Target	
	Premium	Standard
Priority 1	6	24
Priority 2	6	32
Priority 3	32	56

¹ Where Customer uses a third party or another Service Provider Product to provide connectivity to the Telephony Product, then any failure of the underlying Product shall be governed by its relevant Support Terms (or third party terms), and shall not be classed as an Incident to the Telephony Product.

Credits - Priority 1 Incidents only ¹ **	
Clock Hours Exceeding Resolution Target (per Incident)	Credit (% of monthly Recurring Charges)
> 0 and ≤ 12	1%
> 12 and ≤ 24	2%
> 24 and ≤ 72	15%
> 72 and ≤ 120	50%
> 120	100%

TELEPHONY PRODUCT TERMS

[□] In respect of SIP Trunks, the Price List sets out a deemed Monthly Charge solely for the calculation of applicable Credits.

^{**} Where the affected Telephony Product is paid for by way of a revenue share then Service Provider will pay any applicable Credit as a percentage of the average revenue during the duration of the Incident for the three months preceding the Incident Resolution subject to a cap of £100, for the relevant Product or where a Product comprises of multiple Connections, an individual Connection, to which the Incident relates.

Thresholds	
Maximum Credits per Connection per month	100%
Material Failure for a Connection	Maximum Credits received in any month period

TELEPHONY PRODUCT TERMS

GLOSSARY

Access Product	Any Telephony Product which provides physical connectivity between a Site and Service Provider' Network in particular WLR.
Call Recording Product	Any call recording Telephony Product offered by Service Provider to a Customer pursuant to these Product Terms.
CLI	The Calling Line Identity of a calling party.
PAF	Postcode Address File. A database of known delivery locations in the United Kingdom of Great Britain and Northern Ireland.
Premium Services Regulator code of practice	The code of practice (as amended, superseded or replaced from time to time) and any other guidance in relation to the operation of premium rate telephone call lines and any similar services issued by the Premium Services Regulator.
Recording	Any call recording resulting from Call Recording Product.
Super Gateway	The device provided by Service Provider to connect Customer's ISDN based PBXs to the Service Provider Network to transport voice traffic and to provide internet access.
WLR	Wholesale line rental as that term is generally known within the communications industry.