

## SERVICE SPECIFIC TERMS AND CONDITIONS – ELITE HOSTED PBX SERVICE

### 1. DEFINITIONS

**CLI** – means Connected Line Identification.

**Fax** – means the telephonic transmission of scanned documents.

**Hosted PBX Service** – means the Product as detailed on the Order Email Confirmation.

**Internet** – means the global data network comprising interconnected networks using IP.

**Internet Connection** – the service that connects Your Network to the Internet.

**IP** – Internet protocol RFC790 and related protocols.

**IP Handset** – a Supported IP handset as recommended by the Service Provider.

**ITU-T** - ITU Telecommunication Standardisation Sector.

**Network** – Your Internet Connection, Ethernet and IP based local area and wide area networks, including cabling, firewalls, routers, bridges, switches, power supplies, or other devices determined to be part of, or integral to the network fabric. It is assumed Your Network will have a reliable power supply.

**PBX** – Private Branch Exchange, a telephone system that enables You to make calls between Extensions on the system, receive calls from the PSTN Network and place calls to the PSTN Network.

**Presentation CLI Service** – allows the presentation of a number that is not associated with the CLI. Type 5 allows you to present multiple numbers over the network.

**Presentation CLI Customer Service Statement** – the statement required by the Service Provider before the Presentation CLI Service can be provided to You.

**Prioritised** – is the use of COS (Class of Service) that enable the Network to classify Voice Traffic as critical across the Network.

**Order Email Confirmation** - means the email provided by the Service Provider confirming acceptance of Your request to order the Service subject to the Agreement.

**PSTN Network** – the Public Switched Telephone Network.

**Recommended Operating Environment** – means the minimum system requirements detailed in Appendix A.

**Restrict** – means the ability to block or filter, temporarily or permanently, access from or to the Services.

**RTP** – Realtime Transport Protocol, as defined RFC3550 including the G711 codecs (A-LAW and U-LAW) as defined by the ITU-T.

**Service(s)** – means the “Hosted PBX Service”

**SIP** – means Session Initiation Protocol.

**SIP Trunk** – a feature that connects the PBX to the PSTN Network.

**Softphone** – a Supported software based telephone.

**Standard Terms and Conditions** – the Service Provider’s standard terms and conditions agreed by You on request for Services.

**Supported** – a device recommended by the Service Provider that is known and tested to work with the Services.

**Telephone** – means a Softphone or IP Handset.

**Type 5** – Presentation numbers that identify separate groups of callers behind a private network switch wishing to send different outgoing CLIs. A typical scenario is a call centre making calls on behalf of more than one client.

**Upstream Carriers** – means the telecommunications companies that connect together the various PSTN Networks.

**Voice Traffic** – includes SIP, RTP and any other protocols deemed necessary for the continued operation of the Service.

### 2. SERVICE DESCRIPTION – ELITE HOSTED PBX SERVICE (PREMIUM SUBSCRIPTION OR PREMIUM SUBSCRIPTION WITH MINUTE BUNDLE) AS DETAILED ON THE ORDER EMAIL CONFIRMATION

2.1. The Hosted PBX Service comprises a hosted PBX solution accessible using Softphones or IP handsets that support the IP and SIP protocols. The Hosted PBX Service is accessed using Your Network and the Internet Connection provided by

the Service Provider. Where the Service Provider does not provide the Internet Connection, Your Internet Connection will be used. Connectivity to and from the PSTN Networks is facilitated through the use of SIP Trunks.

### 3. USE OF THE HOSTED PBX SERVICES

3.1. You shall only use the Hosted PBX Service in accordance with the Standard Terms and Conditions and these Service Specific Terms and Conditions for your own internal purposes.

3.2. You shall ensure that Your Network is optimised so that Voice Traffic is Prioritised over other data traffic on Your Network in order for calls to be successfully made using the Hosted PBX Service to ensure the successful operation of the Hosted PBX Service.

3.3. You are responsible for ensuring Your Network is suitable for the operation of the Hosted PBX Service and the Service Provider is not responsible for any loss, degradation or deterioration of the Hosted PBX Service caused by the failure or degradation of Your Network.

3.4. You should ensure Your Network complies with the Service Provider’s Recommended Operating Environment.

3.5. The Service Provider cannot guarantee the Hosted PBX Service will function with unsupported Telephones or where the operating environment or Network does not meet the Service Provider’s Recommended Operating Environment.

3.6. You shall not use the Hosted PBX Services in a way which is contrary to the Service Provider’s acceptable use policy as available on the Service Provider website.

3.7. You acknowledge and agree that only Telephones supplied by the Service Provider shall be used in connection with the Hosted PBX Services. For the avoidance of doubt should You permit the connection to the Hosted PBX Services of any Telephone not supplied by the Service Provider, the Service Provider shall be under no obligation to provide the Hosted PBX Services to the said Telephone or resolve any fault reported on such device and You shall remove such a device

from the Hosted PBX Services immediately on notification from the Service Provider.

3.8. The Service Provider is not responsible for any loss, degradation or deterioration of the Hosted PBX Service caused by factors otherwise outside the control of the Service Provider or outside the scope of the Hosted PBX Service including but not limited to the power supply, the operating environment and the Internet Connection.

3.9. The Hosted PBX Service is accessible from the Internet. The Service Provider reserves the right to Restrict certain international destinations or Internet networks which can access the Hosted PBX Service in order to limit the Service Provider’s Systems and the Service Providers’ customers exposure to fraud, service disruption or any other event that may compromise or degrade the Service.

3.10. The Service Provider reserves the right to restrict access to the Hosted PBX Service if it is deemed You are in violation of this Agreement or the Standard Terms and Conditions.

3.11. The Hosted PBX Service features a number of security features that are designed to detect fraud and limit unauthorised access. The Service Provider is not responsible for any interruption in Service due to these features.

3.12. Failure of Your Network, the Internet or Telephones, or a deviation away from the Recommended Operating Environment are outside the scope of the Hosted PBX Service and as such, the Service Provider will not be liable for any failure to the Hosted PBX Service as a result of any such failure of Your Network, the Internet, Telephones or deviation away from the Recommended Operating Environment.

- 3.13. You are able to modify the configuration of your PBX and were such modifications are made You are responsible for the configuration changes.
- 3.14. You must ensure the passwords configured on the system follow industry best practice and are of a suitable complexity to prevent against unauthorised access.
- 3.15. IPv6 is not currently supported.

## 4. CHARGES

- 4.1. The Service Provider reserves the right to increase the Charges for this service on seven days written notice

to You in the event that any change in applicable law or regulations results in additional costs being incurred by the Service Provider.

## 5. FREE CALLS TO MOBILE PROMOTION

- 5.1. The Service Provider does not charge for calls to 01, 02, and 03 numbers from Hosted PBX Services. The Service Provider also does not charge for calls to mobile networks; O2, T Mobile, Orange, Vodafone and H3G.
- 5.2. The free calls relate to UK mobile destinations and exclude international mobile destinations.
- 5.3. Free calls to mobile is subject to a Promotion Fair Usage Policy as detailed here within. The Service Provider monitors all SIP-Trunking usage and any qualifying end-point must not exceed 2000 minutes per channel per month – the Promotion Fair Usage Limit. The Service Provider reserves the right to disconnect

any end-point with prior notification where usage is deemed excessive in terms of standard use and in line with the Promotion Fair Usage Policy. Any end-point exceeding the Fair Usage Limit will be subject to a per minute price for the total volume of calls according to the Service Provider's standard rates.

- 5.4. In addition calls to numbers beginning 03 shall not exceed 15% of the total calls to geographic numbers for that user.
- 5.5. This special pricing is offered indefinitely but the Service Provider reserves the right to withdraw the offer from You should the offer be removed by any third party suppliers.

## 6. EMERGENCY SERVICES

- 6.1. You acknowledge that the Hosted PBX Service allows calls to the emergency services but that such calls may fail should there be a failure in the power supply or data network and as such the Service Provider cannot guarantee access to the Emergency Services. You should ensure adequate provision is in place to contact the Emergency Services in the case of a power failure, network issues, suspension or service affecting maintenance.
- 6.2. It is Your responsibility to ensure the Service Provider has been provided with the accurate, physical location of any telephone numbers which are allocated to them. The

Service Provider will provide this information to the Emergency Services in order to assist with the management of emergency calls. Furthermore it may on occasions not be possible for emergency services personnel to identify Your location and telephone number so this information should be stated promptly and clearly by You when making such a call.

- 6.3. When dialling Emergency Services the call will pass over the public internet where they will not receive the same network priority as an emergency call made on a mobile network or fixed line.

## 7. CONSENT TO USE OF DATA

- 7.1. You agree that the Service Provider may collect and use technical and related information, including but not limited to technical information about your Hosted PBX Service telephone system, license status, software versions, and connected peripherals, that is gathered periodically to facilitate the provisioning of software updates, product

support and other services to you (if any) related to the Software. The Service Provider agrees to keep all collected data private and use this information for non-commercial purposes only, solely with the intent of improving its products or to provide services or technologies to you.

## 8. PRESENTATION CLI SERVICE

- 8.1. Where a number is being presented which allows You to carry voice traffic with a presentation number different from Your underlying CLI or endpoint(s), You agree to the conditions in this clause 5 in order for the Presentation CLI Service to be activated by the Service Provider.
- 8.2. You confirm that;
- 8.2.1. 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;
- 8.2.2. The requested PN is in use;
- 8.2.3. The Applicant shall immediately inform Elitetele.com /a Elite Group ("Service Provider") if any of the information in this statement ceases to be correct;
- 8.2.4. The 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;

- 8.2.5. 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 Service provider may suspend and/or withdraw use of the Presentation CLI Service;
- 8.2.6. 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 reverse the configuration change.
- 8.3. The Applicant hereby indemnifies the Service Provider and any underlying network service provider against any claims by any third party relating to use of the PNs.
- 8.4. The Applicant hereby acknowledges that the 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.
- 8.5. You acknowledge that the Service Provider has a right to suspend or withdraw the Service if it is found to be in breach of this clause 8 and You hereby indemnify the Service Provider against any claim as a result of any such breach.

## 9. CUSTOMER DISCLAIMER – ELITE CALL RECORDINGS

- 9.1. By signing the standard terms and conditions You agree to adhere to the following process for accessing Your Call Recordings;
- 9.1.1 The Service Provider will send the Authorised Contact a link to a secure password site, in order for You to generate an encrypted password.

- 9.1.2 In the event of a compromised password You must inform the Service Provider immediately
- 9.1.3 You are responsible for securing all data associated with call recordings.
- 9.1.4 You must ensure that You comply with the relevant Legislation and Data Protection Act in relation to call recordings.

## 10. SELF INSTALLATION (Where applicable as detailed on the Order Email Confirmation)

- 10.1. In order to qualify for self-installation, You are required to meet requirements set by the Service Provider that must be satisfied at the pre-qualification stage.
- 10.2. You warrant that the information provided to the Service Provider at the pre-qualification stage for self-installation is accurate and correct.
- 10.3. You agree to adhere with all self-installation guides provided by the Service Provider.
- 10.4. The Service requires CAT5 Cabling to be installed at the Site and for there to be available ports for all devices. All Cabling is Your responsibility, should any issues, delays or additional engineering work be required to deliver the Service as a result of the Cabling not being fit for purpose or not meeting the installation requirements, You may incur additional Charges.
- 10.5. You acknowledge and understand that You agree to complete the installation of the Equipment and Licences (where applicable) without assistance from the Service Provider. If Service Provider engineering and/or Professional Services time is required, You will be charged for such at the applicable rates in place at the time (subject to change from time to time).
- 10.6. The Service Commencement Date for Services shall be 24 hours from the date Equipment is delivered to Site, Charges for Service shall begin on the Service Commencement Date whether You have completed the installation or not.
- 10.7. For the avoidance of doubt, the Service Provider shall have no liability and cannot be held responsible for any delays,

faults or quality degradation in Service that are attributable to the installation.

## 11. NUMBER PORTING (Where applicable as identified by Elite)

- 11.1. The Service Provider shall use its reasonable endeavours to comply with Your requirements in respect of number porting subject to Supplier requirements.
- 11.2. You acknowledge that the process of porting numbers to be successful, accurate and complete information is required.
- 11.3. You agree to promptly provide all necessary information and cooperate with the Service Provider to facilitate number porting. Such information may include but is not limited to details of number ranges and registered addresses associated to the numbers.
- 11.4. In the event of Your failure to comply with clauses 11.2 and 11.3 and where this results in undue delays or an unsuccessful porting attempt the Service Provider will be entitled to;
- 11.4.1. Issue Charges for Services as identified in the Order Form; and/or
- 11.4.2. Vary the terms of the Service, including but not limited to issuing temporary numbers until number porting is complete; and/or
- 11.4.3. Delay the Service Commencement Date.

## APPENDIX A

The Virtual Office Desktop (UC softphone) minimum system requirements are as follows;

### Supported Operating Systems

- Windows 7 with 32 bit Internet Explorer 9.0+
- Mac OS 10.6 (Snow Leopard®) or newer – (Java 6 - included)

### Windows 7

- 1 gigahertz (GHz) or faster 32-bit (x86) or 64-bit (x64) processor
- 1 gigabyte (GB) RAM (32-bit) or 2 GB RAM (64-bit)
- 16 GB available hard disk space (32-bit) or 20 GB (64-bit)
- DirectX 9 graphics device with WDDM 1.0 or higher driver

### Mac

- Mac OS® X 10.6 (Snow Leopard®) or newer
- 64bit Java6
- Powercomputer G4/G5 or Intel processor, 512 MB of RAM or better recommended