NODE4

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Schedule document

SIPLink (Node4's SIP Trunk Service)

Public
Node4 Limited
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This schedule contains additional terms and conditions, service description and service levels applicable to the SIPLink service and should be viewed with associated Order Form, Node4's General Terms and Conditions and the Acceptable Use Policy.

1. Overview

The Node4 SIPLink service provides the Customer with the ability to make and receive PSTN calls over an IP connection using standards-based SIP signalling.

2. Definitions

In addition to the definitions set out in the General Terms and Conditions, the following definitions shall apply to this Service Schedule:

"Call" means a voice call initiated by the Customer using the service;

"CDR" means Call Detail Records, which are details of calls made via the platform;

"Channel Charges" means charges calculated on a per-channel basis at the monthly rental rates detailed in the Order Form. For clarity a channel is a concurrent call allowance and is sometimes referred to as a SIP trunk."

"Calls Per Second" or **"CPS"** is the number of call attempts received by the SIPLink platform in one second. A call attempt is a SIP INVITE message relating to a new session

"EndpPoint" means a Customer SIP device which is identified as either a unique IP address or a Node4 provided username and password;

"End-User" according to the context, either a person who is seeking to contract with the Customer for the purchase of Services and / or Products, or a person who has contracted with the Customer for Services and / or Products.

*"Incident" **means** an unplanned interruption to a service or a reduction in service quality. **"Installation Fee"** means charges payable by the Customer for the installation of the SIPLink element of the service as provided in the Order Form;

"Monthly Review Period" means the calendar monthly periods commencing on the 1st of each month during the Term, over which Service performance measurements are calculated, provided that the first monthly review period will commence following the Ready For Service Notification;

"Node4 Network" means the network wholly owned and managed by Node4;

"Number Management" means any services provided by Node4 for the Routing, translation or definition of telephony number ranges;

"Payphone Access Charges" or **"PAC"** are charges applied by telephony providers for calls made to freephone (e.g. 0800, 0808, 0500) numbers from public payphones;

"Planned Outage" means proactive work required to maintain the service provided, Node4 may with reasonable notice require a temporary outage in service. Wherever possible Node4 will agree the outage with the Customer in advance of the required work. Any planned downtime shall not be included in fault or Service Availability measurements.

"Professional Service Fees" means the professional service charges detailed on the Order Form or otherwise agreed in writing between the parties;

"Routing" means the ability to redirect voice traffic streams between different terminating networks;

"Second Based Usage Charges" means charges based on per-second usage relating to Successful Calls as detailed in the Call Tariff which is identified in the Order Form;

"Service Availability" means the time for which a Node4 Service is usable, expressed as a percentage of the total time in a given Service Measurement Period. The Node4 service shall be deemed

available for the purposes of calculating Service Availability if it is not usable due to an event outside Node4's reasonable control, a Customer Responsible Incident, a Third Party Attributable Incident or is due to a Planned Outage.

"Service Desk" means the single point of entry for all Service Tickets and Service Requests which can be accessed over the phone, by email or via our portal.

"Service Request" means a request for a change for information

"Service Ticket" means the tickets which are raised in relation to Incident or Service Request.**"SIPLink Customer Questionnaire"** is the data collection document that is sent to the Customer for completion prior to SIPLink service setup. This document provides the Node4 provisioning staff with details to enable them to setup a new SIPLink Endpoint;

"Standard MAC" means a change to one device which can be completed within 30 minutes by a technical support engineer between 7am and 7pm Monday to Friday.

"Successful Call" means a Call which has established a voice path and therefore has billable duration;

"Third Party Attributable Incident" means an Incident which is attributable to a third party. Such Incidents do not qualify for service credits or compensation. Node4 will use its reasonable endeavours to resolve and rectify such Third Party Attributable Incidents as soon as reasonably practicable;

"Time To Resolve Incident" means the length of time from the issue of the Service ticket to repair and resolution of the Incident;

3. Specific terms

The following terms and conditions shall apply when Node4 provides SIPLink Services to the Customer.

3.1 Fraud and security
It is the Customer's responsibility to ensure that any telephony systems that are used to connect to the SIPLink platform are adequately protected from fraudulent use by any Third Parties.

We would strongly suggest that Customers implement a balance alert via the Node4 Customer Portal. This will send an email alert should a predetermined balance (configured by the Customer) be reached.

Should any fraudulent activity occur we would suggest that the Customer disconnects their telephony equipment from the IP network immediately until the security breach is identified and resolved. In addition, the Customer should notify Node4 and ask for their account to be temporarily disabled.

Any fraud or other improper use of the service shall not relieve the Customer of its payment obligation to Node4.

Node4 would strongly suggest that Customers read the ITSPA Best Practice guide for deploying an IPPBX prior to commissioning any telephony systems that connect to SIPLink. This document can be found at http://www.itspa.org.uk/bestpractice.shtml or on Node4's website.

3.2 Fraudulent calls
Customer acknowledges that if any party accesses Node4 Services via Customer equipment either with or without Customers authority and any Fraudulent Activity is made by such party, the Customer is solely liable to pay the Charges arising in connection with any such Fraudulent Activity.

The Customer agrees to fully reimburse Node4 for any call costs incurred by Node4 arising from any such Fraudulent Activity.

Notwithstanding the above, Node4 shall undertake reasonable diligence and care should Node4 be alerted to any Fraudulent Activity. Node4 shall promptly notify the Customer of any reasonable suspicions which Node4 may have which shall be based purely on noticing a spike in any of the Customer's traffic but the Customer acknowledges and accepts that any such notification will be based on Fraudulent Activity already undertaken and therefore the above will be enforced by Node4.

3.3 Third parties

Node4 shall not be liable in respect of any contract, agreement or relationship that Customer may have with any third party. If a dispute arises between Customer and a third party involving Node4's SIPLink Service, Node4 shall provide the Customer with reasonable information and assistance (to the extent that such is not adverse to Node4's interests (at Customer's expense) in the resolution of such dispute).

For the avoidance of doubt all Fees and sums due to the Customer shall be paid in full by the Customer by the due date notwithstanding that the Customer may not have received payments from its End-User where the services are being resold. Any dispute between the Customer and its End-users is the sole responsibility of the Customer.

3.4 Minimum call spend

A minimum monthly call spend will apply as follows:

- Business Tariffs: £10
- Partner Tariffs: £25
- Wholesale Tariffs: £100

If the call Fees have not exceeded these values by the end of the month then the call Fees will be rounded up to meet the minimum call spend.

3.5 Credit limit

All customers will be set a credit limit for call spend. An automated email may be sent from the billing system when 80% of the credit limit is reached. If this call spend limit is exceeded then the service may be automatically suspended. If the Customer believes this credit limit will be exceeded then it is important that contact is made with the Node4 Accounts Department to ensure continuation of service.

It should be noted that call Fees in excess of the credit limit are still payable by the Customer.

3.6 Suspension of service

Node4 shall be entitled to suspend the SIPLink Services where call spend credit limits are exceeded.

3.7 Rebates

Where the Customer takes Services where rebates may be available, Node4 shall pay each rebate to the Customer within 14 days of receipt by Node4 of the amount of such rebate from the relevant network operator. Each rebate shall be calculated according to the duration of Calls to the Service where rebates may be available as indicated by Node4's Equipment and not by any of the Customer's own or rented apparatus.

4. Fees

4.1 Fees payable by the customer

Fees will commence when Ready For Service Notification is provided by Node4, this will follow the earlier of either SIP Trunk details being provided or numbering allocation or porting. Fees for SIPLink Services may comprise any or all of the following aspects.

4.2 Installation fees

Any applicable Installation Fees for the implementation of the SIPLink Service shall be detailed on the Order Form.

4.3 Channel fees

Channel Fees shall be due on a per channel basis and calculated at the monthly rental rates detailed in the Order Form.

4.4 Call fees

Call Fees are payable on a per second basis. These fees are levied on the basis of successful call completions made on any of the Endpoints associated with the Customers SIPLink Service. Second based usage Fees shall be subject to a call tariff as detailed on the Order Form.

4.5 Number allocation and porting fees

Where agreements are in place Node4 can port customers' existing numbers or allocate new geographic, non-geographic and international numbers for use on SIPLink services. Fees for number set-up and porting are identified on the Order Form.

If the Customer cancels or changes the date once a porting request has been confirmed Node4 will charge an administration fee of £60.00 for each request affected.

4.6 Professional services fees

Additional tasks undertaken by Node4 at the request of the Customer or activities undertaken by the Customer which require the remote support of Node4

personnel will be charged at the hourly rates shown below.

Time Support Required:	Per Hour Rate
Mon – Fri 07.00 – 19.00	£80.00 Per Hour
All Other Times	£120.00 Per Hour

Time is charged by the hour. These rates are for a support / provisioning engineer and are subject to an annual review by Node4. For advanced engineers please contact Node4 for pricing.

4.7 Payphone access fees

When a Customer has Freephone telephone numbers (eg. 0808, 0800 and 0500) allocated or ported into their SIPLink account, they will be charged for receiving those calls as per the call tariff allocated to their account.

If inbound calls to these numbers are received from a public payphone (ie. someone calls the Customer's Freephone number from a payphone) an additional charge is levied by the payphone provider for these calls. The rate of the Payphone Access Charge (PAC) is outside of Node4's control but the total amount (per minute) payable is clearly identified within the Node4 call tariff sheet. The Customer's call invoice and CDR files will identify the affected calls.

5. Provision of services

The Node4 SIPLink service provides the Customer:

- The ability to make and receive telephone calls to the PSTN or other SIP users over standards based SIP signalling.
- Support for codecs G711a, G711u, G729a and G729b.

IP Connectivity to Node4 SIP Servers is the responsibility of the Customer.

5.1 Payphone access fees

For Service installation and provision the SIPLink Customer Questionnaire should be completed. This is required for each Customer Endpoint. The questionnaire includes a forecast which should be completed so that the correct tariff is applied.

Node4 will use reasonable endeavours to notify the Customer in the event of any delays in providing the Services.

5.2 Numbering

Geographic, Non-geographic (080x, 084x, 087x, 03x) and International numbers are available for use on the SIPLink service.

5.3 Number porting

Node4 provide number porting services for both geographic and non-geographic numbers from several operators. The following completed forms are required to progress a number port:

- Customer Letter of Authorisation (on Customer letter headed paper).
- Number Porting Data Capture Form.
- Customer Telephone Bill.

Lead times are identified in Node4's Number Porting Lead Times document.

Numbers can be ported away from Node4 subject to the subsequent provider having a porting arrangement with Node4.

5.4 Calls per second (CPS)

The maximum Calls Per Second a Customer can make will be limited in relation to the total number of channels purchased by the Customer according to the below table and allocated evenly across all Endpoints unless otherwise directed.

Any call attempts that cause the Customer to exceed the CPS allowance shown above will be rejected. In some cases a SIP response will not be returned when this situation occurs.

Channels	Calls Per Second
10	1
20	2
30	3
50	3
100	4
200	5
300	6
400	7

600	9
800	11
1000	13
1300	16
1650	18
2000	21
2500	26
3000	30
3500	35
4000	40
4500	45
5000	50
5500	55
6000	60
6500	65
7000	70
7500	75
8000	80

5.5 Utilisation

In the event that the channels are not fully utilised Node4 have the right to review the number of Channels allocated to the Customer.

5.6 Customer support

. Node4 provides the SIPLink Services direct to the Customer. The Customer commits to fully manage all their customers and suppliers directly. Node4 will not interface directly with any third parties working with the Customer. If the Customer requires Node4 to provide their customers with a customer care or Service Desk service this is available on request and subject to Professional Service Fees.

5.7 CDR definition

CDR's will be placed on a secure site for the Customer to download on a monthly basis. Node4 will use reasonable endeavours to ensure that the CDR download facility is permanently available. Any Incidents with the CDR facilities should be reported to the Service Desk in accordance with Incident Management Schedule Docuemnt. Node4 do not take responsibility for the validity or accuracy of CDR values and, without limiting the generality of the foregoing, does not accept responsibility for the validity of any billing data sent by the Customer to third parties.

5.8 Emergency services

As SIPLink allows connectivity to the UK Public Telephone Network, OFCOM requires Node4 to provide the Customer with access to emergency service operators using 999 and 112. In addition Node4 are obligated to provide (where technically feasible) the physical location of the caller.

Node4 require that each Customer should complete a "PATS Customer Request" form and send this to Node4. Node4 will then upload the relevant information to the Emergency Services Database (EDB). The EDB upload process takes approximately 7 days from receipt of the request – the Customer will receive confirmation when this is complete.

Wholesale customers and Resellers are required to provide the necessary information on behalf of their customer.

5.9 Acceptable use policy for SIPLink

Node4 expects customers to utilise the SIPLink service for genuine business telephony purposes. If you intend to use the services for any of the following you must gain prior agreement from Node4 otherwise service may be suspended:

- Automated diallers (power diallers) that connect calls to an agent after call connection.
- Automated recorded announcements e.g. marketing messages.
- Where the ASR (Answer to Seizure Ratio) is regularly less than 50%. This is calculated as a percentage of the number of connected calls divided by the number of attempted calls.

5.10 Maintenance window

Where Node4 plans to perform essential works Node4 will use reasonable endeavours to perform such works during low traffic periods and will use reasonable endeavours to give the Customer at least five (5) days prior notice. In the event of an emergency or Service Affecting Incident such notice may be less than 24 hours. This is without prejudice to or limitation of the definition of Planned Outage.

5.11 Professional services

A full range of professional services are available to the Customer in connection with the SIPLink Services. The Professional Service Fees include but are not limited to:-

- Routing management.
- Dial Plan and Number Management.
- Security Audits.
- Provisioning and testing of Customer or supplier implementations.
- Third party customer care and Incident management.
- Reporting (beyond the scope of the standard reports defined in this Schedule).
- Endpoint Management.

The professional services are subject to the price list below. Specific rates for large or repeat orders can be agreed on a case by case basis in writing.

All incremental expenses incurred during these professional services will be passed directly to the Customer. Provisioning costs such as cabling will be discussed and agreed with the Customer in the Order Form.

5.12   Adds, moves and changes
Moves, Adds & Changes (MAC) are not provided as part of the standard service. If "Full Management" is taken and included on the Order Form Standard MACs are included (fair use policy applies).

Change requests conducted outside of the support contract, or change request implemented outside normal business hours will be dealt with as chargeable projects and subject to the Support and Professional Services Fess in 4.4.

6. Incident management

6.1 Incident handling
Incidents are handled as outlined in the Incident Management Schedule Document.

6.2 Hours of support
The following table details the different Support Hours relating to the support hours defined on the Order Form (if not defined on the Order Form Bronze support is provided as standard on SIPLINK services).

Support Hours	
Bronze	Standard business hours support 9am to 5.30pm week days, excluding bank and national holidays

Silver	Support hours between 7am and 7pm weekdays, excluding bank and national holidays
Silver Plus	Priority 1 and 2 - Support hours between 7am and 7pm 7-days a week, including bank and national holidays, excluding Christmas day, Boxing day and new year's day Priority 3,4 and Service Request - Support hours between 7am and 7pm weekdays, excluding bank and national holidays
Gold	Priority 1 and 2 - Support hours 24/7 Priority 3,4 and Service Request - Support hours between 7am and 7pm weekdays, excluding bank and national holidays

6.3 Incident priority
Each new Incident will be assigned a priority level by the Service Desk based on the following definitions. These levels allow us to prioritise resources and escalate where appropriate.

Priority	Description
1 - Critical	A major Incident resulting in total loss of service.
2 - High	A major Incident resulting in a severe service degradation or loss of service to a significant percentage of users.
3 - Medium	A minor Incident resulting in a limited or degraded service or a single end user unable to work.
4 - Low	General, single user with degraded service, non-service affecting support.
5 - Service Request	Request for a change to an existing service or system, a request for information or simple questionnaire to be completed.

6.4 Time to resolve
Node4 aims to respond, update and resolve Incidents in relation to the Node4 SIPLink Service within the following times.

Priority	P1	P2	P3	P4	Change
Response / Acknowledgement	30 Mins	1 Hour	2 Hours	4 Hours	12 Hours
Commencement	1 Hour	2 Hours	4 Hours	N/A	N/A
Frequency of Updates	1 Hour	2 Hours	12 hours if Resolve / Target to Fix exceeded		
Resolve / Target to Fix	4 Hours	8 Hours	12 Hours	36 Hours	60 Hours

Resolution times in the table above do not apply where there is a Customer Responsible Incident, a Third Party Attributable Incidents or events outside Node4's reasonable control, any incidents including these aspects will be excluded from reporting provided.

All priority 1 & 2 Incidents should be raised via the tickets system by a phone call. Should a priority 1 or 2 incident be raised via the portal or e-mail, the Customer is required to follow this up with a corresponding phone call to enable work to commence immediately on the issue.

* Acknowledgement refers to an automated service which generates a response and alerts engineers of a service failure; or where there is dialogue between the client and the engineer.

6.5   Incident duration
All incidents recorded by the Node4 monitoring system will be reconciled against the corresponding Service Ticket raised by the Service Desk. The exact incident duration will be calculated as the elapsed time between the Service Ticket being opened and the time when Service is restored.

7. Service credits

7.1 Availability
Node4 will provide the Customer with service credits, as set out below, for the failure to meet the following targets:

The Service is "Available" when calls can be made or received from the PSTN, excluding connectivity and customer equipment.

The following equation will be used to calculate Service Availability. References to hours are to the number of hours in the applicable Monthly Review Period:

((Total hours – Total hours Unavailable)/Total hours) x 100

Service Availability During Monthly Review Period (Switch Service)	Service Credits as % of Monthly Rental Fees (Excluding Calls)
<99.9% - 99.8%	5%
<99.8% - 99.5%	10%
<99.5% - 99.0%	20%
<99.0% - 98.0%	30%
<98.0%	40%

7.2 Calculation of service credits
Where a Monthly Review Period incorporates part of a month, any service credit will apply to a pro-rated monthly Rental Fee.

Service credits will be calculated monthly, aggregated and credited to the Customer on a quarterly basis.

If a Service is cancelled during a Monthly Review Period, no service credit will be payable in respect of that circuit for that Monthly Review Period.

The Customer must claim any service credit due to a failure to meet the Service Levels, in writing, within twenty-one (21) Business Days of the date at which the Customer could reasonably be expected to become aware of such failure, otherwise no service credits shall be payable. The Customer shall not be entitled to any service credits in respect of a claim unless and until Node4 has received notice of the claim in writing in accordance with the above. Should Node4 require additional information from the Customer, the Customer shall assist, and shall not be entitled to any service credits until Node4 has

received all the information it has reasonably requested.

7.3 Exclusions to payment of service credits

Without prejudice to or limitation of the definition of Service Availability, service credits will not be payable by Node4 to the Customer in relation to the Service Availability for Incidents or disruptions to the Services caused by any of the following:

- The Incident, action or negligence of the Customer, its employees, agents or contractors;
- The Customer failing to comply with the provisions of the Agreement;
- An Incident in, or any other problem associated with, equipment connected on the Customer's side of the Node4 Network termination point, except where such Incident or problem is directly caused by the fault action or negligence of Node4, its employees, agents or contractors;
- Any event described in Clause 10 (Force Majeure) of Node4's Terms and Conditions;
- A failure by the Customer to give Node4 access to any equipment after being requested to do so by Node4; or
- Any Planned Outage.

Service credits are not applicable for more than one breach of any targets outlined in this document arising from the same occurrence.

In respect of any Monthly Review Period, the total amount of any service credits payable in relation to all Service Level breaches shall not exceed 50% of the monthly Fee for the affected Services.

The provision of service credits shall be the sole and exclusive remedy for the failure to meet the Service Levels for the SIPLink Services. Node4 shall have no additional liability to the Customer in respect thereof.