

## NETCENTRIX LIMITED TERMS AND CONDITIONS FOR THE PROVISION OF TEAMS TALK SERVICES ("Teams Talk Service Specific Terms")

### 1. DEFINITIONS

- "A Number" means the number presented by the calling party on outbound calls;
- "Customer Tenant Sub-Domain" means the sub-domain, as allocated by the Service Provider to the Endpoint to enable the routing of calls;
- "Endpoint" means the unique reference given to the instance of the Service and used to identify You for billing and service maintenance purposes;
- "User Subscription" means the subscription allocated to You of the Microsoft Teams customer tenant consisting of a) a compatible Microsoft subscription and b) a DDI allocated by the Service Provider to the Endpoint;
- "Emergency Services Address Information" means the address information provided to the Service Provider by You and relayed by the Service Provider to the emergency services so that emergency services personnel can ascertain the caller's address in the event of an emergency call failure;
- "Network Operator" means the carrier which the Service Provider uses to route Your call traffic;
- "Service" means the 'Microsoft Teams - Direct Routing' service provided by the Service Provider to You.

### 2. THE SERVICE

- 2.1. The points of connection for the Endpoint are the two Customer Tenant Sub-Domains which will be notified by the Service Provider to You. Unless otherwise agreed between the Parties, the Service Provider's responsibility does not extend to the transport between the IP addresses resolved from the Customer Tenant Sub-Domains and You/ Your end user or to any equipment in operation beyond this point, both of which shall be Your responsibility.
- 2.2. Each Endpoint shall be unique to and used solely by You. The Service Provider reserves the right to suspend or terminate any Endpoint, where it reasonably believes that multiple entities/customers are using an Endpoint. Deliberate aggregation to Endpoints is strictly forbidden. In such circumstances, the Service Provider shall be entitled to retrospectively withdraw any bundled minutes in respect of the Endpoint and invoice such minutes at the Service Provider's standard rates from the date of the Endpoint's initial activation.

### 3. NUMBER PRESENTATION

- 3.1. In the event that You wish to present an A Number that is not allocated to Your Endpoint, the following provisions apply:
- 3.1.1. You must ensure that the A Number is of a national significant format, is allocated to You and that You possess all necessary permissions in respect of the lines in question;
- 3.1.2. You must ensure that where the A Number is not allocated to You, You have written consent from the allocated owner for its use as an A Number and that such consent has not been withdrawn;
- 3.1.3. You must ensure that under the terms of the CLI code of practice the A Number must be a number that is allocated to You, is in use, connected to a terminal and capable of receiving calls;
- 3.1.4. You acknowledge that the Service Provider has the right to suspend/withdraw use of the Service if it is subsequently found that it is in breach of paragraphs 2.1.1 through 2.1.3 and You hereby indemnify the Service Provider against any claims arising as a result of any such breach.
- 3.1.5. You shall on reasonable request from the Service Provider, provide all reasonable evidence as the Service Provider may require so as to audit and monitor Your adherence with this paragraph 3.1.

### 4. EMERGENCY SERVICES

- 4.1. The Service supports 999/112 emergency call services and such calls will be routed to the national emergency call handling agents. However, the Service does not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of connectivity to the internet for whatever reason. In such circumstances You should use Your PSTN line to make the emergency call. Furthermore, it may on occasion 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.
- 4.2. It is Your responsibility to ensure the Service Provider has been provided with the accurate Emergency Services Address Information of any Service numbers which are allocated to You. The Service Provider will provide this information to the Emergency Services in order to assist with the management of emergency calls.
- 4.3. You acknowledge that the Service constitutes and is delivered as a private service for use for certain previously identified specific applications which, as regards public emergency call services, confers only limited service at agreed defined locations. It is not a full public service.
- 4.4. You agree to provide to the Service Provider for each network termination point full details of the address (including post code) to enable the Service Provider to fulfil its obligations under Ofcom regulations to pass such details on to Third Party Network Operators.

### 5. CHARGES AND PAYMENT

- 5.1. The Service Commencement Date of each Endpoint shall be on the date it is activated on the relevant portal.
- 5.2. Recurring Charges are invoiced in advance and are dependent upon the higher of the quantity of Microsoft phone system licenses, the quantity of User Subscriptions provisioned on the Endpoint, and any other mechanisms available to the Service Provider. Any increase to the quantity of User Subscriptions shall be applied from the date of such increase, with the billing for the month amended pro-rata, whereas any decreases shall take effect in the billing from the first day of the month immediately following the change.
- 5.3. All Charges for traffic routed via the Endpoint to be used with the Service shall be paid in full by You by the due date notwithstanding that they may have arisen from unauthorised, fraudulent or illegal and whether or not they derive from installation and access arrangements which have been authorised by the Service Provider.
- 5.4. The Service Provider reserves the right to increase the Charges for this Service on five 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.
- 5.5. Unless otherwise agreed by the Service Provider at its sole discretion, You may not decrease the number of User

Subscriptions on an End Point at any time. In the event such is agreed by the Service Provider, You acknowledge and understand

that termination Charges will be applicable at the rates provided by the Service Provider at the time of approval.

## 6. SERVICE PROMOTION

- 6.1. The following promotions are available to new Endpoints:
- 6.1.1. Each User Subscription shall receive up to 2,000 minutes to 01/02/03 destinations inclusive in its monthly subscription price, and the total allocation per User Subscription shall be aggregated per Endpoint. In addition usage to numbers beginning 03 shall not exceed 15% of the total minutes on that Endpoint.
- 6.1.2. In addition to the free minutes provided under 6.1.1. above, User Subscriptions associated to an Endpoint purchased on a minimum initial term of three (3) years shall each receive an additional allocation of 2,000 minutes to UK mobiles. For the avoidance of doubt, UK mobiles shall be those defined by the Network Operator.
- 6.1.3. In the event that any Endpoint exceeds the aggregate amount of inclusive minutes available, the Service Provider shall be entitled to invoice You for the total minutes routed at the Service Provider's standard price for each such destination in accordance with the Service Provider's standard rate card.

## 7. ALLOCATION AND USE OF TELEPHONE NUMBERS

- 7.1 Any telephone numbers allocated do not belong to You. You accept that You do not acquire any rights in such telephone numbers and You must make no attempt to apply for registration of the same as a trademark, service mark, or domain name whether on its own or in conjunction with some other words or trading style.
- 7.2 You are not entitled to sell or agree to transfer to a third party any telephone number or Service allocated to You with the exception of any legal obligation to provide number portability, where a porting agreement is in place between the Service Provider and the party You may wish to port to.
- 7.3 The telephone numbers may be changed or decommissioned from time to time by the Service Provider for operational or technical reasons or because the Service Provider is required to do

so by a network operator or in order to comply with any regulatory requirements. Any new telephone numbers provided to You under the Agreement, prior to their connection, cannot be guaranteed as available. The Service Provider will use reasonable endeavours to give You as much notice of any such change or decommission as is reasonably practicable. You acknowledge that changes to telephone numbers to comply with the requirements of a network operator or regulatory body are outside the control of the Service Provider and as such, subject to Clauses 14.1 and 14.3, the Service Provider shall not be liable for any costs, inconvenience or other losses incurred by You as a result of any unavailability, change or withdrawal as described in this clause.

7.4 If at Your request a specific telephone number is allocated to You, You shall be responsible for all necessary investigations and inquiries as to the legitimacy or use of such numbers and the Service Provider shall have no liability whatsoever with respect to the number chosen and its use by You.

7.5 If You are allocated a number which falls within a range of numbers classified from time to time by OFCOM (or any other competent authority) as being for the provision of a particular type of service, then You must ensure that any service provided by You on that number conforms at all times with the type allocated to that number range. You shall on demand indemnify and hold harmless the Service Provider from and against any and all losses, demands, claims, damages, costs, expenses and liabilities (including any penalties imposed by Phone-paid Services Authority, OFCOM or other regulatory body) incurred by the Service Provider and arising out of Your use of the Services, including from any fraudulent use by You and/or a third party (including artificial inflation of traffic) of numbers.

7.6 The telephone numbers are unique for use within the United Kingdom and international call charge rates will apply to any use of the Services by You outside of the United Kingdom. The Service Provider does not warrant, and accepts no liability in relation to, the availability of any telephone number from overseas countries.

**By signing below You confirm that You have read these Service Specific Terms and Conditions for Teams Talk, and agree to be bound by them, together with the Netcentrix Standard Terms and Conditions set out in, or deemed to form part of this Agreement and the Charges detailed within the Order Form.**

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