

1. Definitions

Capitalised terms used in these terms and conditions shall have the following meanings:

"Acceptance" means acceptance by the Customer that the Installation Services have been properly performed in accordance with clause 5;

"Acceptance Tests" as defined in the MSA Terms;

"Anticipated Call Spend" means the Customer's anticipated average call spend for using the relevant Service during each month of the term of the Customer Agreement, as specified in the Customer Agreement and calculated using the Anticipated Monthly Minutes;

"Anticipated Monthly Minutes" means the Customer's anticipated average number of call minutes using the Hosted Telephony Services during each month of the Customer Agreement, as specified in the Customer Agreement;

"Call Charges" means those of the Charges which relate to calls received by an NGN supplied by Solar or one of its Suppliers, as specified in the Customer Agreement;

"Charges" as defined in the MSA Terms;

"Commencement Date" as defined in the MSA Terms and if any parts of the Services commence on different dates, each part of the Services shall have its own individual distinctive Commencement Date;

"Customer Agreement" means the agreement between Solar and the Customer pursuant to which Solar agrees to provide, subject to the terms of the Customer Agreement, the Equipment and/or Services;

"Customer Equipment" as defined in the MSA Terms;

"Equipment" as defined in the MSA Terms;

"Fees" as defined in the MSA Terms;

"Hosted Telephony Services" means the Installation Services, Monitoring Services and/or Security Services to be provided to Solar subject to and in accordance with the Customer Agreement, as specified in the Customer Agreement;

"Installation Services" means the services (if any) to be carried out at each Site to enable the Customer to receive the Hosted Telephony Services, which shall normally be carried out between 09:00 and 17:30 on a working day;

"Liability" as defined in the MSA Terms;

"Minimum Monthly Call Charges" means: (i) the average of the six highest month's Call Charges incurred by the Customer under the Customer Agreement; or (ii) if the Customer has incurred less than six month's Call Charges, the highest month's Call Charges incurred by the Customer under the Customer Agreement; or (iii) if no call charges have been incurred by the Customer, the highest month of Anticipated Call Spend;

"Minimum Monthly Line Rental" means the higher of: (i) the line rental specified in the Customer Agreement; or (ii) the average of the six highest month's line rental charges incurred by the Customer under the Customer Agreement (or if the Customer has incurred less than six month's line rental, the highest month's line rental incurred by the Customer under the Customer Agreement);

"Minimum Term" as defined in the MSA Terms;

"Monitoring Services" means those network monitoring services specified in the Customer Agreement which may include: (i) monitoring of critical network components and alerts to helpdesk; (ii) analysing maintenance faults and providing resolutions to maintenance faults; (iii) configuration and software image management; (iv) remote execution of requested configuration modifications; and (v) reporting faults found, faults resolved and details of network uptime;

"MSA Terms" means Solar's Master Services Agreement terms and conditions which are attached or referred to in the Customer Agreement;

"Network(s)" as defined in the MSA Terms;

"NGN" means a telephone number for which the digit structure has no geographic significance for routing calls;

"Renewal Term" as defined in the MSA Terms;

"Security Services" means those security services specified in the Customer Agreement which may include: (i) testing for unauthorised access using industry recognised software tools; (ii) penetration

testing to attempt to gain access to the Customer's system, data and/or other material other than through a recognised access method; (iii) testing for known vulnerabilities in system architecture configuration and/or software and hardware using industry-standard methodologies; and/or (iv) the provision of a written report on this testing;

"Services" as defined in the Customer Agreement including the Hosted Telephony Services;

"Service Demarcation Point" means the point(s) to which Solar will be responsible for maintaining the Hosted Telephony Service(s) being (unless stated otherwise in the Customer Agreement): (i) the point up to the connection between the access circuit and the Services, managed by Solar's session boarder controllers within the Network; or (ii) where Solar have supplied the access circuits with the Services, the point up to the Customer side port on the pre-configured Solar supplied router; or (iii) where Solar provide the access and the Installation Services and the Customer has purchased Equipment which is being maintained by Solar pursuant to the Customer Agreement, the Equipment provided by Solar AND for the avoidance of doubt, where the Customer has an existing router or provides its own router, Solar shall not be responsible for the same;

"Service Terms" as defined in the MSA Terms which includes these Hosted Telephony terms and conditions;

"Site" as defined in the MSA Terms;

"Specification" as defined in the MSA Terms; and

"Supplier" as defined in the MSA Terms.

References to "clauses" are to clauses of these terms and conditions (and not clauses of the MSA Terms), unless otherwise stated.

2. Service Terms

2.1. These Service Terms shall apply to and be incorporated into the Customer Agreement when Solar is providing Hosted Telephony Services to the Customer pursuant to the Customer Agreement.

3. Service and Service Setup

3.1. Following the completion of the surveys and, if required, the agreeing of the replacement Customer Agreement, Solar will inform the Customer of the revised anticipated Commencement Date.

3.2. Throughout the provision of the Installation Services, Solar will need to communicate with named member(s) of the Customer's staff to arrange access to the Site(s). Those members of staff shall have the authority to make decisions relating to the Installation Services and the Services generally on behalf of the Customer. The Customer acknowledges and accepts that any delays in the provision of access and/or the making of decisions may result in a delay in the Commencement Date and Solar will not be liable for any such delay.

3.3. Without prejudice to the MSA Terms, if the Customer fails to prepare the Site for Solar or a Supplier in accordance with clause 4.1 or any other preparatory instructions that the Customer may have been given, Solar may charge the Customer a Fee. Rescheduled Site visits will be subject to lead-times and will be notified to the Customer.

3.4. Solar shall notify the Customer of the date(s) on which it or its Supplier shall provide the Installation Services. The Customer shall use all reasonable endeavours to enable the Installation Services to be provided on such dates. If it cannot do so, it must notify Solar within 14 days of the date it receives notice from Solar of the proposed date(s) for the provision of the Installation Services and the parties shall use reasonable endeavours to agree alternative date(s).

3.5. Solar reserves the right, on giving notice to the Customer, not to provide the Hosted Telephony Services to any Site or, if Hosted Telephony Services are already being provided, to cease providing the same and to terminate the Customer Agreement in relation to the Hosted Telephony Services without liability or obligation to the Customer if:

3.5.1. Solar discovers during a Site survey or otherwise that the distance between a Site and Solar's point of presence or its underlying Supplier's point of presence is such that a quality service cannot be provided or underwritten;

- 3.5.2. the Customer does not agree to any increase in Charges and/or Fees in accordance with the MSA Terms and/or these Hosted Telephony Terms.
- 3.6. Solar or its Supplier will provide the Installation Services and will perform a series of commissioning tests to ensure that the Hosted Telephony Services are functioning in accordance with the Specification.
- 3.7. Solar will, if agreed, maintain the Hosted Telephony Service to the Service Demarcation Point.
- 3.8. If Solar agree that the Customer may use/supply its Customer Equipment with any part of the Hosted Telephony Services, then the Customer shall be responsible and liable for such equipment. If Solar or its Supplier visit a Site due to a fault which is later found to be caused by any Customer Equipment, then Solar may charge the Customer a Fee for such Site visit and any additional costs incurred as a direct result. Use of any Customer Equipment not supplied by Solar will affect the Service Demarcation Point.
- 3.9. Solar shall use reasonable endeavours to obtain an IP address on behalf of the Customer. However, Customer acknowledges that Solar does not control the issue of any IP address to be used with the Hosted Telephony Services. Access to and use of this address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. Solar reserve the right to withdraw or change this address if for any reason the address ceases to be available.
- 3.10. Subject to the MSA Terms, Solar shall provide the Customer with access to My Solar through which the Customer may obtain reports relating to the Hosted Telephony Services.
- 3.11. If the Customer requests and Solar agrees to upgrade the Customer's bandwidth of the underlying access to the Hosted Telephony Services then additional fees will apply, as notified to the Customer.
- 3.12. The Hosted Telephony Services support 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However, the Customer acknowledges and accepts that these services do 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 the Customer should use a separate line to make the emergency call. Furthermore, it may on occasions not be possible for emergency services personnel to identify the location and telephone number so this information should be stated promptly and clearly by the Customer or relevant member of its personnel when making such a call.
- 3.13. If Solar agrees that the Customer may use its existing or other new access circuits (including but not limited to broadband, Ethernet, leased line etc) not provided by Solar, then it is the Customer's responsibility to ensure such access circuits meet the requirements and functionality specified by Solar or the Supplier from time to time. The Customer's failure to meet such requirements and/or functionality may affect the provision of the Hosted Telephony Services. Where Solar do not provide the access circuits, all responsibility and liability for such access circuits remain with the Customer. Should Solar or its Supplier visit a Site in relation to a fault which is found to be caused in whole or part by access circuits not provided by Solar, then Solar may charge the Customer a fee for such Site visit and any additional costs incurred as a direct result. Use of the Customer's own access circuits will affect the Service Demarcation Point.
- 3.14. If the Customer uses a third party to install the Hosted Telephony Services, the Customer shall indemnify Solar from any Liability that Solar may incur as a result of the same. Use of a third party to install the Hosted Telephony Service will affect the Service Demarcation Point.
- 3.15. If Solar provides the Customer with any of the user-based features (including but not limited to auto attendant, hunt group, call park, call pickup, call queue etc.) and the Customer has not allocated these features to a user then Solar may recover such unallocated features from the Customer's

account without Liability or obligation to the Customer. The Customer may replace these features or add additional features at any time.

4. Customer's responsibilities

- 4.1. Without prejudice to any provisions in the Customer Agreement and/or the MSA Terms, to enable Solar to provide the Hosted Telephony Services, the Customer shall:
 - 4.1.1. prepare the Site(s) and the Network(s) in accordance with Solar's instructions. The Customer is responsible, at its own cost, for the power supply and arranging alternative power supplies if any temporary supply fails. Installing engineers may refuse to install Equipment if they perceive a hazard or risk;
 - 4.1.2. provide Solar or its Supplier with full access to the Site(s) and Network(s) and make available such information, assistance, office and technology facilities as may be necessary for Solar or its Supplier to provide the Hosted Telephony Services;
 - 4.1.3. promptly furnish Solar with such information and documents as Solar may reasonably require for the proper performance of the Hosted Telephony Services;
 - 4.1.4. obtain and be responsible for the cost of all third party consents, licences and rights reasonably required in order to allow Solar or the Supplier to provide the Installation Services (including, for example, landlord consents, wayleave consents and access consents) and be responsible for complying with any applicable laws, statutes, regulations and codes of practice, in relation to the Hosted Telephony Services; and
 - 4.1.5. put in place adequate security and virus checking procedures in relation to any computer facilities to which the Customer provides Solar with access.
- 4.2. Unless the Customer Agreement expressly states that Solar shall install a router, it is the Customer's responsibility to install the router at the Site or Sites and neither Solar nor the Supplier shall bear any responsibility or liability for any delay or failure to install a router.
- 4.3. The Customer shall:
 - 4.3.1. supply on an ongoing basis, at the Customer's cost, all space, power supply access points, cables, trunking, electricity, air conditioning and any other facility as may be specified by Solar either within the Customer Agreement or following the Site survey which are required to enable the Customer to receive the Installation Services and/or the Hosted Telephony Services, and
 - 4.3.2. keep full and up-to-date secure backup copies of the data on the Network in accordance with good industry practice.
- 4.4. The Customer shall not allow any of member of its staff who is not an authorised user and/or any other unauthorised third party to access or use the Equipment and / or the Hosted Telephony Services and the Customer shall ensure that it shall not and that none of its staff or any third party shall add to, modify and/or interfere with such Equipment and/or Hosted Telephony Services.
- 4.5. The Hosted Telephony Services permit the Customer to upload music files for the music on hold feature. The Customer agrees to obtain any necessary licences and consents as may be required for any such music and agree to indemnify Solar from any Liability relating to the Customer's use of this feature.

5. Acceptance

- 5.1. Solar shall notify the Customer when the Installation Services are completed. Within 5 working days following receipt of such notification, the Customer shall perform the Acceptance Tests in accordance with the Customer Agreement.

6. Use of the Hosted Telephony Service

- 6.1. The Customer shall not use the Service in any way that would constitute or contribute to the commission of a crime, tort, fraud, or other unlawful activity (including activities deemed unlawful under a complainant's legal jurisdiction) ("Laws"). The Customer indemnifies Solar against all Liability arising out of, or in connection with, any claim that the Hosted

- Telephony Services (or its use) infringes any Laws.
- 6.2. The Customer warrants that any material and / or communication received, transmitted, hosted, or otherwise processed using the Service will not be menacing, of a junk mail or spam like nature, illegal, obscene, threatening, defamatory, discriminatory, promote illegal or unlawful activity, or be otherwise actionable or in violation of any rules, regulations, or laws to which the Service is subject, and will not infringe the intellectual property rights of Solar or any third party. The Customer indemnifies Solar against all costs, claims, demands, expenses and liabilities arising out of or in connection with any breach or reasonably suspected breach of this clause 6.2.
- 6.3. The Customer agrees that, in addition to the requirements set out in the MSA Terms:
- 6.3.1. notwithstanding any provisions to the contrary in the Customer Agreement, it will not cause that part of the Equipment which relates specifically to the Hosted Telephony Services to be removed, repaired, serviced or otherwise attended to except by Solar's authorised representative;
- 6.3.2. it is responsible for undertaking all in life changes to the Equipment which are notified through My Solar, and the Customer agrees to pay Solar's standard charges applicable at the time where the Customer request Solar to make changes on the Customer's behalf.
- 6.4. Unless otherwise expressly stated in the Customer Agreement, the quantity of licenses specified in the Customer Agreement will be deemed the minimum number of licenses which the Customer shall continue to purchase in relation to the Hosted Telephony Services during the Term.
- 6.5. If Solar provides the Customer with an inclusive call bundle (where a certain number of calls are included within the cost of the line rental or user license) any usage limitations imposed by Solar's relevant Supplier after the date the inclusive call bundle is agreed will be passed onto the Customer and the inclusive call bundle will be adjusted accordingly. Should any usage limit be exceeded, Solar may charge the Customer its standard pence per minute charge for all calls which exceed the limit.

7. Equipment

- 7.1. Risk in all other equipment of Solar or its Supplier, such as tools and plant taken to a Site for the purposes of the fulfilment of the Customer Agreement, shall pass to the Customer when brought onto the Site and shall remain with the Customer until such equipment is removed from the Site, except to the extent that any damage caused to such equipment is due to any act of negligence on the part of Solar, its Supplier or any of their respective personnel.
- 7.2. Where Solar agrees that the Customer may provide Customer Equipment at the outset or as a replacement for any Equipment, the Customer will, at its own cost, be responsible for providing, repairing, maintaining, and replacing any such Customer Equipment that no longer operates in accordance with its manufacturer's specifications and/or any specifications of Solar or its Supplier.
- 7.3. Where the Customer replaces the Equipment with Customer Equipment, the replacement shall be (i) equivalent to the original Equipment's functionality and performance, and (ii) approved by Solar in writing.
- 7.4. The Customer will be responsible for (i) reconfiguring any Customer Equipment which replaces the Equipment to the same or equivalent configuration as the original (if agreed by the parties, such reconfiguration work may be provided by Solar at the then current standard rates), and (ii) installing such reconfigured replacement in place of the original.
- 7.5. Solar shall not be responsible for maintenance of the Equipment unless specified in the Customer Agreement or later agreed between the parties (and the provision of such maintenance shall be subject to Solar's standard terms for maintenance).

8. Termination

- 8.1. If the Customer cancels an ordered Service or any part of it, notwithstanding that such order has only been provisionally accepted by us, the Customer shall reimburse Solar for any costs incurred in preparing to deliver the Service in addition to the standard cancellation charge, as may be applicable at the time. Solar will take all reasonable steps to mitigate any such costs but in the case of cancelling an Installation Service then the cancellation charge may include the cost of lost revenue incurred whilst Solar or Solar's subcontractors re-allocate staff who would have otherwise been engaged in the Customer's installation where Solar cannot re-allocate such staff at short notice and this does not constitute a penalty. If the Customer has had a Site survey the Customer shall pay the full Site survey charges. If the Service includes any excess construction charges such charges will be payable in full by the Customer on cancellation of an ordered Service. If Solar have provided the Customer with any Equipment the Customer shall return such Equipment to Solar immediately in full working order at the Customer's cost.
- 8.2. If the Customer is required to pay an Early Termination Fee pursuant to the MSA Terms, the Customer shall pay to Solar to the Early Termination Fee which shall be calculated:
- 8.2.1. in respect of line rental, the Minimum Monthly Line Rental per month for the period from termination to the end of the Minimum Term or Renewal Term (as appropriate); and
- 8.2.2. in respect of call and other non-periodic charges, the Minimum Monthly Call Charges per month for the period from such termination to the end of the Minimum Term or Renewal Term (as appropriate).

9. Charges

- 9.1. Charges for the Hosted Telephony Services shall, subject to the remainder of this clause 9 and the MSA Terms, be as set out in the Customer Agreement and shall be payable in accordance with this clause 9 and the MSA Terms.
- 9.2. Those Charges and Fees comprising Fees for Site surveys and Charges for Installation Services shall be invoiced in advance of the Commencement Date and any Charges relating to line rental, call charges or other usage Charges or Fees, if applicable, shall be invoiced monthly in arrears.
- 9.3. Unless otherwise agreed by Solar in writing, any discount specified in the Customer Agreement shall only apply during the Initial Term.
- 9.4. All Fees and Charges due to Solar for traffic routed via any IP address to be used with the Hosted Telephony Service shall be paid in full by the Customer by the due date notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of Solar or its employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by Solar.

10. Security Services

- The Customer acknowledges that:
- 10.1. Security Services only relate to the relevant systems and configuration on the date that the tests were performed and that, due to the constantly changing nature of information technology security risks, Solar cannot guarantee that the Security Services will identify all risks and/or threats to the Customer's systems; and
- 10.2. in the course of providing the Security Services it may be necessary to demonstrate vulnerabilities by providing examples of material that has been observed on the relevant systems, some of which may be obscene, discriminatory or otherwise offensive or illegal. Solar will have no Liability in relation to such material and the Customer must provide notice to Solar prior to Solar commencing the Security Services if the Customer does not wish to be provided with such material.