

Product Schedule: SIP Trunk - Terms and Conditions

- 1. Purpose:** This Product Schedule forms part of the Product Agreement between Arrow and the Customer in relation to SIP Services and sets out terms and conditions which are specific to the provision of such service. It is in addition to and subject to Arrow's standard Terms and Conditions and does not in any way replace them. Capitalised terms used in this Product Schedule have the same meaning as in the Terms and Conditions. Where there is a conflict between the terms of this Product Schedule and the Terms and Conditions, the terms of this Product Schedule shall apply.
 - 1.1. SIP Trunk Service:** The SIP Trunk Service provides VoIP connectivity for compatible PBX's, allowing inbound and outbound telephony through Arrow network providers for termination with both national and international destinations. The SIP Trunking service uses SIP (Session Initiation Protocol) as the signaling method and offers both public and private access to the service depending on the specific Customer needs. By placing an order for SIP Trunk Services with Arrow the Customer acknowledges that it is not possible for Arrow to provide a fault or interruption free service, and that from time to time their SIP Trunk connection may be interrupted or suspended due to faults or maintenance or other outage reasons.
 - 1.2. Supply:** Supply of these Services is made via the connection to the Network Infrastructure. It is Arrow's responsibility to maintain the connection to the Network Infrastructure on behalf of the Customer in so far as it is capable of doing so without direct control over the Customer's site. Arrow cannot be held responsible or liable to the Customer for failing to provide these services if such failure arises as a result of any interruption to, failure to connect to or disconnection from the Network Infrastructure, due to a circumstance or event within the Customer site.
 - 1.3. Cancellation prior to Installation:** In the event of the Customer cancelling an Order prior to the installation being completed then Arrow reserves the right to charge a cancellation fee of up to 100% of the installation fee for the service.
 - 1.4. Call Charges:** Arrow shall invoice the Customer for any calls made from the service in accordance with the tariff plan as defined on the Product Agreement. If the Customer calls a destination which is not listed on the tariff plan then Arrow's current Price Lists shall apply for these call types.
 - 1.5. Duration of Service:** In the event of cessation of a SIP Trunk Service within the initial term as defined in the Product Agreement, the Customer will be liable for a termination fee of all monthly recurring charges associated with that service up to the end of the initial term. In addition, any waived installation costs shall be charged as per Arrow's current Price Lists. Following completion of the initial term the Customer is entitled to cancel the service on 90 days' written notice to Arrow.
 - 1.6. Presentation Number:** Where the Customer has selected a Presentation Number ("PN" or substitute number) the following terms shall apply to the use of this service;
 - The PN shall be a valid number belonging to the Customer and the Customer does not require the permission of anyone else in relation to the use of this number
 - The PN shall be in service and shall be capable of receiving calls
 - The PN shall not be a number that is a revenue sharing number that generates excessive or unexpected call charges
 - Within 10 working days of the deployment of the service or a change to the PN the Customer must make at least one call using the defined PN

- The Customer hereby indemnifies Arrow and our Network Operator against any claims from any third party relating to the use of the PN

1.7. Early Termination: If the Customer attempts to terminate this Product Agreement during the term of the Product Agreement, Arrow reserves the right to invoice the Customer for an early termination charge, made up of:

- 1) line rental or service charges up to the end of the Term;
- 2) A charge equivalent to the Customer's average monthly call spend, such call spend to be calculated based on the invoices raised covering the three months prior to the month in which the 'early termination event' occurred;
- 3) Any costs incurred by Arrow to connect the service;

If in any month during the minimum term of this Product Agreement the Customer's monthly call charges reduce by more than 75% of the previous 3 months' average monthly call charges, this shall be deemed to constitute a termination of the Product Agreement by the Customer and Arrow shall be entitled to invoice the Customer for the early termination charge accordingly.

If in any month during the minimum term of this Product Agreement the Customer's monthly call charges reduce by more than 75% of the previous 3 months' average monthly call charges, this shall be deemed to constitute a termination of the Product Agreement by the Customer and Arrow shall be entitled to invoice the Customer for the early termination charge accordingly.

- 1.9 **International numbers:** Where a number that originates outside the UK is dependent on the regulations surrounding the use of numbers in that specific country, Arrow may require the Customer to have a registered office address in such country, and provide the details and /or comply with other regulatory requirements. Arrow cannot be held responsible for any changes in regulations that prohibit or otherwise restrict such services.
- 1.10 **Numbers and IP Addresses:** The Customer shall not, under this Product Schedule, acquire any right, title or interest in any Numbers or IP Addresses. Arrow reserves the right to modify any telephone numbers or IP Addresses allocated or introduce additional codes if this is required for operational or technical reasons or by a Network Operator or government authority. For the purpose of this schedule, "**Numbers**" means a telephone number used for receiving the Services, whether or not allocated by Arrow.

2. Use of Service: The Customer is required to use the service in accordance with Arrow's Acceptable Usage Policy as amended from time to time and hereby warrants that they shall use the service in accordance with Arrow's Acceptable Usage Policy.

By purchasing the Service, the Customer confirms that it shall have responsibility to make available to Users of the SIP Services alternative means of accessing emergency call services in circumstances where these are unavailable through the SIP Services.

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 Customer connectivity to the internet for whatever reason. In such circumstances the Customer should use their PSTN line to make the emergency call. Furthermore, it may on occasion not be possible for emergency services personnel to identify the Customer's location and telephone number so this information should be stated promptly and clearly by the Customer when making such a call.

The Customer must ensure that it makes Users aware of the SIP Services purchased by it and of the possible limitations of the SIP Services.

3. Changes to the Agreement for Consumers: The provisions of this paragraph 3 apply where the Customer is entering into the Product Agreement as a Consumer, this being an organisation of 10 employees or less. Where this paragraph 3 applies, the following changes shall be deemed to have been made to the standard Terms and Conditions:

3.1. The definitions of “Customer Group”, “User” and “User Details” shall be deleted, and Clauses 2.6, 4.10 and 13.3 shall not apply. This clause will only apply where the Consumer consists of an individual entering into the Product Agreement in a personal capacity and is purchasing the Services for his or her own personal use, and in no other circumstances.

3.2. Clause 3.3 shall be replaced with the following:

“3.3 Time of supply: The desired commencement date for the supply or completion of any Services or the delivery of any Equipment is the date (if any) specified in the relevant Product Agreement (or Purchase Order, as the case may be). Arrow shall use its reasonable endeavours to supply the Equipment ordered by the desired commencement date. The Customer acknowledges that the supply of Equipment is subject to availability.”

3.3. Clause 12.1 shall be replaced with the following:

“12.1 Data Protection: The Customer hereby consents to the use by Arrow of such personal data as the Customer provides to Arrow, for the purposes of (i) administering this Agreement (including where relevant the passing of personal data, including any relevant Number, to Arrow’s subcontractors for the purposes of providing support), and (ii) sending marketing communications to the Customer in relation to new products or services that Arrow may provide in future. Arrow will use such information in accordance with its Data Protection Policy (a copy of which is available on request).”

3.4. Clause 14.1 shall be replaced with the following:

“14.1 Limitation of Liability: Neither party limits its Liability (i) for death or personal injury caused by its negligence, (ii) for fraud, or (iii) to the extent that such Liability cannot be excluded or limited by applicable law, including any statutory rights that the Customer may have as a consumer.”

3.5. The following sentence shall be added to the end of Clause 13.2:

“Save as set out above, Arrow shall use its reasonable endeavours to provide the Services with reasonable skill and care and in accordance with terms of the relevant Product Agreement.”

3.6. Clauses 14.3 and 14.4 shall be replaced with the following:

“14.3 Other liability: Subject to Clauses 14.1, 14.2 and 14.4, Arrow’s aggregate Liability under or in connection with any Product Agreement in any Year shall not exceed the Charges paid or payable under such Product Agreement in such Year.

14.4 Third parties: Subject to Clause 14.1, in no circumstance will Arrow be liable to any party other than the Customer, nor shall Arrow be liable for any Losses suffered by any third party.”

The Customer has the right to cancel a Product Agreement within 14 days of signature without giving any reason, except where the provision of the Service has been fully performed by Arrow. Additionally, the Customer has the right to cancel any item of hardware ordered through Arrow within 14 days of receipt of the item. Arrow reserves the right to recover such costs, up to the total value of the item in question that may have been incurred through the value of the goods having been diminished as a result of handling by the Customer.

3.7. Clause 4.3 shall be replaced with the following:

“4.3 Price Changes: Arrow will use its reasonable endeavours to ensure that the Charges remain competitive and reflect any increase in business volume. Arrow may change the Charges to reflect any increase in the amount it is charged by the relevant Infrastructure Provider by giving the Customer a minimum of 30 calendar day’s written notice. Where there has been an increase in the Customer’s fixed recurring charges the Customer may exit the contract without penalty. Where there has been an increase in the Call charges only the Customer may request (in respect of the Services where the increase has occurred) that the Charges for the provision of those Services are reviewed.