

onecom

# International SIP Service Terms



## 1. General

These International SIP Service Terms should be read in conjunction with all other terms of the Contract.

## 2. Definitions and Interpretation

2.1 Terms defined in the Contract shall have the same meaning in these International SIP Service Terms. The following definitions shall also apply.

<b>Call-back Application</b>	an application that uses signalling resources that returns a call to the number of the calling party
<b>CLI</b>	calling line identity
<b>Collect Calls</b>	calls for which charges are accepted and paid by Users
<b>Directory Services</b>	allows Customer to register name and address details associated with a Number with the national directory listings
<b>Emergency Services</b>	technical capability to allow Users to initiate domestic outbound voice calls to the dedicated emergency telephone number associated with the calling Number
<b>Inbound Voice Service</b>	real-time IP voice communications originated from Users on the PSTN to terminate on the Customers' IP compatible equipment
<b>Incident</b>	any event reported in accordance with paragraph 15.1, which is not part of the standard operation of the Service, and which causes disruption to, or a reduction in the quality of, such Service
<b>IP</b>	internet protocol
<b>Key Elements of the Service</b>	SIP service and call routing
<b>Location Information</b>	for each telephone number, the accurate and valid dispatchable emergency response location information for the assigned User, which must include sufficient specificity to enable emergency responders to geographically locate the calling party and comply with any applicable MLTS requirements
<b>MLTS</b>	multiline telephone systems
<b>Non-Critical System Functionality</b>	features and functions of the system which are beyond the Key Elements of the Service
<b>Number</b>	a telephone number used by Customer to receive a Service
<b>NRA</b>	a national regulatory authority or any other competent authority that establishes and/or enforces rules, regulations and guidelines applicable to the Services
<b>Outbound Voice Service</b>	real-time IP voice communications originated from Customers' IP-compatible equipment to terminate to end users on the PSTN or IP networks
<b>Planned Maintenance Hours</b>	the period between 10pm and 6am UK time

<b>PSTN</b>	public switched telephone network
<b>Service(s)</b>	as applicable: <ol style="list-style-type: none"> <li>i. the Inbound Voice Services;</li> <li>ii. the Outbound Voice Services;</li> <li>iii. the Emergency Services; and</li> <li>iv. the Directory Services</li> </ol>
<b>Service Hours</b>	seven days a week, 24 hours a day (including bank holidays)
<b>Service Restrictions</b>	the usage policies and guidelines that establish how the Customer may use the Services as communicated to the Customer by Onecom from time to time
<b>SIP</b>	session initiation protocol
<b>SIP Channel</b>	the line to enable a single concurrent voice call
<b>Territory or Territories</b>	the location(s) within which Onecom is providing the Service, as detailed in the Commercial Terms
<b>User Information</b>	identifying information relating to Users required by Onecom in order to comply with local regulatory requirements or to provision the Services, which information may include, User's name, ID number, place of residence or business, nationality, and identification card of the Customer's appointed representative, corresponding IP address and business registration certificate
<b>Voice Services</b>	together the Inbound Voice Services and the Outbound Voice Services

2.2 The rules of interpretation set out in the Contract apply to these International SIP Service Terms.

### 3. Voice Services

3.1 Numbers shall be activated following completion of any activation requirements by the Customer as communicated to it by Onecom from time to time.

3.2 Unless otherwise specified in the Commercial Terms, the maximum call duration for Outbound Voice Services shall be three hours.

3.3 Onecom reserves the right to block or otherwise restrict the Voice Services, without notice to the Customer:

3.3.1 in the event of illegal, abusive, or fraudulent calling; and

3.3.2 in respect of calls destined to: (i) invalid or unallocated numbers, and/or (ii) numbers with invalid formats.

3.4 The Customer:

3.4.1 acknowledges that Voice Services shall not be used for Call-back Applications or any applications that primarily use signaling resources instead of SIP Channels; and

3.4.2 agrees to reimburse Onecom on written demand for any costs or losses sustained or incurred by Onecom arising directly or indirectly from the Customer breach of paragraph 3.4.1.

- 3.5 Before using a Number, the Customer shall obtain written confirmation from Onecom that it is permitted in the territory within which the Number is associated with.
- 3.6 The Customer acknowledges that any Number which is assigned to it to enable use of the Inbound Services:
- 3.6.1 is subject to rules and regulations of the applicable NRA;
  - 3.6.2 does not constitute a transfer of property or sale of numbering rights by Onecom, and the Customer will not be entitled to claim any ownership rights to the Number; and
  - 3.6.3 may be subject to reclamation by Onecom at any time in the event the Customer breaches this paragraph 3.6.
- 3.7 The Customer:
- 3.7.1 acknowledges, understands and agrees that the Voice Services do not include Emergency Services, which is a separate Service available to purchase by the Customer; and
  - 3.7.2 in the event the Customer has not purchased Emergency Services, it confirms that it has obtained such other emergency services to the extent required by Applicable Law.
- 3.8 In the event the Customer breaches paragraph 3.7.2, Onecom expressly disclaims all liability and the Customer shall indemnify Onecom in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Onecom arising out of, or in connection with such breach.
- 4. Emergency Services**
- 4.1 The Customer acknowledges that the Emergency Services must be used in conjunction with the Outbound Voice Services only.
- 4.2 The Customer acknowledges that in order to receive the Emergency Services, it must complete any activation requirements as communicated to it by Onecom from time to time.
- 4.3 Onecom shall use reasonable endeavours to activate a Number for Emergency Services within ten Business Days: (i) following completion of any activation requirements in accordance with paragraph 4.1 (where applicable); or (ii) in all other cases, from the Effective Date.
- 4.4 In order to establish the functionality of the Emergency Services, the Customer agrees to perform testing of the Emergency Services and, where applicable, to share the results of such testing with Onecom.
- 4.5 In the event the Customer becomes aware of an issue as to the functionality of the Emergency Services, it shall immediately notify Onecom in writing.
- 4.6 The Customer must not permit emergency calls to be placed from locations other than the location the Customer has registered an activated Number.
- 4.7 The Customer acknowledges and understands that calls to emergency services via SIP operate differently than on traditional PSTN, including the following:
- 4.7.1 the emergency responders may not know the actual location of a caller making an emergency services call, which could result in the call being routed to the wrong emergency services call centre and/or emergency responders being dispatched to the wrong location;

- 4.7.2 if the Customer's or the User's device has no power, is experiencing a power outage or, for any reason, cannot otherwise access the Internet, the User cannot make an emergency services call through the Service; and
- 4.7.3 although the Service can be used anywhere in the world where an Internet connection is available, Users should not make an emergency services call from a location outside their home country/region because the call is unlikely to be routed to the appropriate call centre in that country/region.
- 4.8 The Customer shall ensure that the information contained in paragraph 4.7 is communicated to all Users prior to the Service Commencement Date and that all Users are aware of the limitations of the Emergency Services.
- 4.9 To the maximum extent permitted by Applicable Law, Onecom shall have no liability for any failure or limitation of Emergency Services due to:
- 4.9.1 an outage affecting the Service;
- 4.9.2 emergency responders to respond, or to respond to the correct location where the equipment, User, or caller is physically present or where emergency responders are required; and
- 4.9.3 inability to reach or use Emergency Services due to circumstances outside of Onecom's control including:
- (a) loss of electrical power;
  - (b) loss of User or emergency responders' internet connectivity;
  - (c) defective or misconfigured equipment;
  - (d) delays associated with updating the registered service location;
  - (e) relocated User equipment;
  - (f) the simultaneous use of one line with multiple pieces of equipment;
  - (g) failure of emergency response centres to answer an emergency call;
  - (h) failures of any third parties that are responsible for routing emergency calls;
  - (i) the use of non-native telephone numbers; and
  - (j) failure of any emergency service personnel to call back directly to the number from which an emergency call was made or failure of User equipment to receive callbacks from emergency service personnel.
- 4.10 The Customer acknowledges that it has been advised to maintain an alternate method of contacting emergency service providers, such as via traditional PSTN. The Customer is responsible for informing Users of such alternate means to contact emergency services personnel.
- 4.11 The Customer is prohibited from using a number in conjunction with the Emergency Services, which has not been obtained from Onecom.
- 4.12 In the event the Customer breaches paragraph 4.11, such emergency service calls shall be routed to an emergency call center for handling and additional Charges may apply.

## 5. Inbound Porting

- 5.1 To the extent number portability is permitted in the applicable Territory, subject to the provisions of this paragraph 5, the Customer may port in active numbers from a third party operator.
- 5.2 In the event the Customer wishes to port in one or more Number(s), the Customer shall promptly provide Onecom upon request:
  - 5.2.1 a letter of authorisation from the Customer in a form acceptable to Onecom; and
  - 5.2.2 all other documents and information as reasonably required by Onecom to enable Onecom to process such request, which the Customer confirms shall be accurate and complete in all respects.
- 5.3 The Customer agrees to pay the port fee per number, as communicated to the Customer by Onecom prior to processing the port in request.

## 6. Outbound Porting

- 6.1 In the event the Customer wishes to port out one or more Number(s), the Customer shall promptly provide Onecom upon request:
  - 6.1.1 a letter of authorisation from the Customer in a form acceptable to Onecom; and
  - 6.1.2 all other documents and information as reasonably required by Onecom to enable Onecom to process such request, which the Customer confirms shall be accurate and complete in all respects.
- 6.2 The Customer agrees to pay to Onecom an administrative fee per Number as communicated to the Customer by Onecom prior to porting.
- 6.3 In the event of a port request for a Number which is not allocated by the relevant local numbering authority, Onecom shall file the port out request directly with the range holder, however, the Customer agrees that Onecom shall have no liability to the Customer in respect of such Number.
- 6.4 Upon request from a User to port-out one or more Number(s), Onecom shall comply with such request (without obtaining the Customer's prior consent) in the event the number portability is supported in such territory.
- 6.5 The Customer acknowledges that it is unable to invoke user rights on a Number after cancellation, including the right to port.

## 7. Directory Services

- 7.1 The Customer is solely responsible for the accuracy of the data provided to Onecom, and Onecom reserves the right to exclude any incorrect, incomplete or non-compliant data from publication.
- 7.2 The Customer agrees that the directory information published in the universal directory of the territory where the Number was allocated may also be transferred to other commercial directory services providers of the country.
- 7.3 The Customer acknowledges and agrees that the name, address and Number published in the applicable Directory Services will be available for reverse query (i.e., search based on the Number to identify the name and address of the User).
- 7.4 Onecom may decline to publish directory information that fails to meet the regulatory requirements of the Territory.

## 8. Usage Charges

- 8.1 The Services will incur additional Charges based on usage at the rates set out in the Price Guide (**Usage Cost**).
- 8.2 The Usage Cost shall be invoiced and payable monthly in arrears in relation to the usage during the relevant month.
- 8.3 The Customer acknowledges that there may occasionally be a delay in the receipt from the third party services provider of information about certain types of calls and that the cost of such calls may need to be included in invoices relating to subsequent months. Onecom shall use reasonable endeavors to ensure that the information is received from the third party services provider, and included on a monthly invoice, as soon as reasonably practicable after the relevant call(s) took place.

## 9. Service Restrictions

- 9.1 The Customer agrees to comply with the terms of the Service Restrictions.
- 9.2 The Customer acknowledges that the features and coverage of the Services are as detailed in the Service Restrictions.
- 9.3 The Customer shall not accept, and shall not allow Users to accept, Collect Calls. In the event Collect Calls are accepted by the Customer or a User, the Customer agrees to bear all costs incurred in connection with the Collect Calls.
- 9.4 Unless otherwise agreed by Onecom in writing, the Customer shall not make outgoing calls using a Number as CLI via a third party provider.

## 10. Disclaimer

- 10.1 The Service is provided on an “as is” and “as available” basis and without warranty of any kind, express or implied, including but not limited to, the implied warranties of merchantability, quality, uninterrupted or error-free, fitness for a particular purpose, any warranties implied by any course of performance or usage of trade, or that the Service will meet the Customer’s requirements, all of which are expressly disclaimed.
- 10.2 Onecom additionally disclaims all warranties related to third-party providers and the Customer acknowledges, understands and agrees that Onecom exercises no control over, and disclaims any responsibility for, the accuracy and quality of any information transmitted via the internet or a telecommunications provider network by or on behalf of Onecom with the use of any account and/or the Services.

## 11. Information Requirements

- 11.1 Prior to the Service Commencement Date, the Customer shall provide Onecom with complete and accurate:
  - 11.1.1 User Information; and
  - 11.1.2 Location Information.
- 11.2 Throughout the term of the Contract, the Customer shall ensure that all User Information and Location Information is maintained, and it shall immediately update Onecom in the event of any changes to the User Information and / or Location Information.
- 11.3 The Customer acknowledges that a change to User Information and / or Location Information may require up to ten Business Days to complete.

- 11.4 The Customer is solely responsible for ensuring that all impacted Users are informed of any such delay and have access to an alternative method for placing emergency services calls until such time as the updated User Information and / or Location Information has taken effect.
- 11.5 If User Information or Location Information is found to be invalid, incomplete, or insufficient, Onecom is not responsible for any routing errors that may occur while invalid User Information or Location Information is outstanding.
- 11.6 For the avoidance of doubt, this paragraph 11 applies to Numbers purchased from Onecom directly and/or Numbers ported in.

## 12. **Service Modifications**

- 12.1 Onecom (or its third-party providers) may modify the Services (including support services) provided any such modification do not materially reduce the overall functionality of the Services.
- 12.2 In the event Onecom is required to make a change to the Services as required by Applicable Law, which impairs the features or functionality of the Service (in whole or in part), Onecom shall use reasonable endeavors to provide the Customer with 30 days' prior written notice.

## 13. **Fraud**

- 13.1 In the event the Customer becomes aware of, or reasonably suspects fraudulent use of the Services, it shall immediately:

13.1.1 stop using the impacted Services; and

13.1.2 notify Onecom.

- 13.2 The Customer acknowledges and agrees that:

13.2.1 Onecom does not provide or warrant any prevention of fraudulent use of the Services;

13.2.2 in the event of any actual, alleged or suspected fraudulent use of the Services:

(a) Onecom shall have no liability to the Customer; and

(b) Onecom's sole obligation to the Customer is to (at the Customer's cost):

(i) reasonably cooperate with the Customer upon request; and

(ii) provide reasonable assistance to the Customer with the prevention of any fraudulent use of the Services reported to Onecom;

13.2.3 it shall remain solely responsible for all expenses and liabilities, including usage charges, relating to the fraudulent use of the Services.

- 13.3 Without prejudice to paragraph 13.2, Onecom reserves the right to block any actual, alleged or suspected fraudulent use of the Services without prior notice.

## 14. **Number Presentation**

- 14.1 In the event that the Customer wishes to present a number that is not allocated to their Service, and where this can be supported, this paragraph 14 shall apply.



## 14.2 The Customer shall ensure that:

- 14.2.1 the Number allowed in the Territory, is in use, connected to a terminal and capable of receiving calls;
- 14.2.2 the number is allocated to the Customer, or the Customer has obtained written consent from the allocated owner for its use as a number and that such consent has not been withdrawn; and
- 14.2.3 the Customer possesses all necessary permissions in respect of the line(s) in question.

14.3 The Customer acknowledges that Onecom has the right to suspend or terminate the Service (in whole or in part) if it is found that the Customer is in breach of this paragraph 14.14 and hereby indemnifies Onecom in full against all liabilities, costs, expenses, damages and losses suffered or incurred by Onecom arising out of or in connection with any such breach.

14.4 The Customer shall on request from Onecom provide all reasonable evidence as Onecom may require so as to audit and monitor the Customer's compliance with this paragraph 14.

## 15. Service Management

### 15.1 Reporting an Incident

15.1.1 Priority 1 and Priority 2 Incidents (as described in the below table) must be logged via telephone call only and can be logged at any time during the Service Hours. Priority 3 and Priority 4 Incidents (as described in the below table) may be logged by telephone, on OneCloud or via email during Business Hours.

15.1.2 When the Customer is reporting an Incident, it shall provide to Onecom as much information as is reasonably available in the circumstances including but not limited to the following:

- (a) the reporter's name and telephone number;
- (b) the affected Site (including postcode);
- (c) Incident description, including the time the Incident occurred, any error messages received and any action taken to diagnose or resolve any fault before reporting the Incident; and
- (d) such other information, assistance, data and other access to information or to the Site as are reasonably necessary to assist Onecom in responding to the relevant Incident.

### 15.2 Incident Priority

Onecom shall categorise an Incident in line with the following criteria.

Priority Level Description	Example
<p><b>Priority 1</b></p> <p>Total loss of functionality of the Service. All Users are impacted.</p>	<p>Service is completely unavailable for use by the Customer</p>
<p><b>Priority 2</b></p> <p>A substantial impact/degradation of the Customers use of the Service due to a Key</p>	<p>Partial outage, severe limitation to Customer's operation or partial loss of system functionality. Production is capable</p>

Element of the Service being unavailable for all Users	but business is severely impacted
<b>Priority 3</b> Medium serious impact to business Non-Critical System Functionality is impacted	Component failure or functional loss resulting in limitation to Customer's operations. Moderate limited impact to the Customer's business operations
<b>Priority 4</b> Incident affecting a single User	An incident impacting a single User or a problem where assistance is required to aid trouble shooting

### 15.3 Incident Response Time Targets

15.3.1 Onecom shall use reasonable endeavours to respond to all reported Incidents within the following Incident response time targets from the reporting of any Incident:

Incident Priority	Incident Response Time Target
Priority 1	60 minutes
Priority 2	2 hours
Priority 3	4 hours
Priority 4	12 hours

15.3.2 An initial response by Onecom to an Incident shall include an acknowledgement of the Incident and may include a request for other information reasonably required by Onecom in order to progress the response to an Incident.

## 16. Planned and Emergency Maintenance

16.1 Planned outages may be required for scheduled maintenance and upgrade activities. Onecom will use reasonable endeavours to effect such outages during Planned Maintenance Hours and, where possible, give the Customer at least 5 Business Days' advance notice of any planned maintenance.

16.2 It may be necessary, from time to time, to carry out emergency maintenance to the Services to maintain appropriate levels of service quality. Onecom will use reasonable endeavours to inform the Customer of the likely disruption period at the earliest opportunity and, where necessary, work with Onecom's carrier partners to discourage maintenance without notification.

16.3 Emergency maintenance shall, wherever possible, take place within the Planned Maintenance Hours and be notified to the Customer as soon as practical. The Customer acknowledges that it may not be possible to provide the Customer with advance notification of emergency maintenance.

## 17. **Third Party Claims**

The Customer shall indemnify Onecom in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Onecom arising out of, or in connection with, the use of the Services in breach of Contract.