

UNIFIED COMMUNICATIONS, SIP, AND VOICE SERVICE GUIDE

Product Annex v202105D

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1.0 Introduction

Thank you for your recent Order with FluidOne and we look forward to providing this service to you and delivering an excellent customer experience. We are committed to continually improving our Services and look forward to receiving any feedback on the performance or quality of your interaction with FluidOne.

This document outlines key details about your service including product detail, installation details through to support and service credits. This document is updated regularly so please ensure you log into the FluidOne Dash portal for the latest version.

This document will form part of your Contract with FluidOne (following acceptance of your Order by FluidOne) for the provision of the FluidOne Service, as further detailed in the Master Services Agreement. This document uses a number of words and expressions whose meaning are defined Section 11 of this document. Further definitions used in this document are found in the Clause 19 of the Master Services Agreement.

2.0 General Details

This Service Guide covers voice Services such as Unified Communications and SIP.

3.0 Product Description

3.1 Unified Communications

Provides the integration of real-time enterprise communication Services such as instant messaging, presence information, voice (including IP telephony), mobility features (including extension mobility and single number reach), audio, web & video conferencing, and fixed-mobile convergence (FMC), unified messaging (integrated voicemail, e-mail, SMS and fax).

Services using 8x8 utilise 8x8's X series platform delivering feature rich hosted voice system providing standard PBX capability along with integration into the full suite of 8x8 messaging, conferencing and contact centre function. The system is compatible with Polycom, Yealink and Cisco hardware. This is the primary service we offer to our customers, but in some cases based on customer requirement we will use a BroadCloud or Cisco HCS platform.

FluidOne's other service utilises BroadCloud or Cisco HCS to provide a different, while highly capable hosted voice system providing standard PBX capability along with integration into other messaging Services. The system is compatible with Polycom and Cisco hardware.

3.2 SIP

The SIP Service will convey VoIP calls from and to the Customers' network to; The UK PSTN Network; UK Mobile Networks; International Destination Networks; and The IP Networks of other Customers on the Service. The Service facilitates; break out calls; brake in calls; VoIP to VoIP calls; and UK Emergency Services.

Access to the SIP Service can be via a FluidOne connectivity service (not including point to point circuits), where a WAN solution has been provided; or direct interconnect; or where appropriate via the internet.

It is acknowledged by the Customer that where the Order or Order Form describes as or states that the Voice or SIP Service is "trial", no Service Levels shall apply and FluidOne shall not have any obligation to pay service credits under this Agreement (this Product Annex or any other term of the Agreement) and FluidOne offers no guarantees in terms of service levels.

3.3 Voice Services

Provides connectivity for Voice Services including:

- PSTN - These single or multiple lines support incoming and outgoing Public Switched Telephone Network (PSTN) calls.
- ISDN2 – delivers 2x64kbit/s channels, the channels can be combined to deliver an enhanced data transmission speed of 128kbit/s, via an interface to a 2Mbit/s connection.
- ISDN30 - delivers 30x64kbit/s channels and a 64kbit/s channel for signalling to the full European standard, via an interface to a 2Mbit/s connection.
- Inbound number services – provides a non-geographic number alternative to fixed line numbers for incoming calls which are charged at different regulated rates to the caller and the business number owner. Services provided are Freephone (0800, 0808, 0500), local rate (084x, 034x), and national rate (087x).

3.4 Calls

Any changes to supplier pass-through charges will be notified to the Customer. FluidOne shall give at least 7 days' notice of such changes following which such changes shall be included in the Charges.

8x8 services offer bundles on all licenses above X1, but calls outside of bundles will be charged based on our standard rates.

All new and unmapped Prefix destinations will be added as soon as rate detail have been made available, however changes to a new or unmapped destination may incur additional costs and be charged in a later bill than the call was made.

Call charges start from when the call commences which is when an answer signal is received indicating the media path is complete and ceases when a release signal is

received indicating the call has been disconnected. Calls are charged on a per second basis and rounded up to the nearest second with the exception of minimum call charges or fixed free calls.

The Acceptable Usage Policy (AUP) shall apply for all call bundles applied to either Unified Communications, SIP or traditional Voice Services outlined above. Any call falling outside of this AUP will be charged at the prevailing rate card.

4.0 Orders

FluidOne may accept each Order in its discretion and may require Customer to provide satisfactory financial and credit information before acceptance. An Order is treated (by this Agreement) as accepted by FluidOne when FluidOne notifies the Customer in writing (including by email) that:

- a) a date has been set for the conduct of a site survey; or
- b) a date has been set for Activation of any part of the Services or for the installation of any equipment or part necessary for Activation of the Services; or
- c) FluidOne has confirmed acceptance of the Order in writing to the Customer.

FluidOne will issue such notification by email to the Customer's Authorised Personnel as stated on the Order Form and the date of such notification shall be deemed to be the "**Order Committed Date**".

All Orders incorporating 8x8 Services from FluidOne will be deemed accepted from point of Contract. Orders shall be deemed placed and entered into by, and shall therefore become effective and legally binding on, the parties once entered into by the Customer. Once an Order is placed with FluidOne, billing for the service will commence aligned to the allocation of licenses to the Customer.

The Customer shall not use the Voice Service to:

- Make nuisance calls; to send, or knowingly receive material that is offensive, indecent obscene or otherwise unlawful, fraudulent, bad faith or in a way that does not comply with legislation.
- The Customer must also not perform any activities in a manner that adversely affects other users.
- The Customer must take all reasonable steps to monitor the profile of calls made and received using the Voice Services for potential fraudulent or bad faith use and take action to prevent such use

To accommodate the Customer's in-life organic growth requirements we will accept requests for new UC licenses and handsets ("**Organic Growth Services**") by email from authorised contacts of the Customer. For the purposes of the FluidOne MSA the email shall constitute an Order Form and FluidOne's email acknowledgement shall constitute acceptance of the Order. The Organic Growth Services shall be provided on the same

commercial terms as the related original order and on a co-term basis to the original Order, unless stated otherwise in the email correspondence between FluidOne and the Customer.

4.1 Charges

Charges will be set out in the Order; if not, the current standard charges of FluidOne apply including all pass through costs. If a third party is required for the delivery of the Voice Services, the third party costs, which are incorporated in the Charges, are subject to survey of the relevant site or review or confirmation by the third party. Such survey, review or confirmation may result in a change to the costs. Any such change will be passed on to Customer in its entirety as part of the Charges.

International and mobile rates may change with 15 days' notice. FluidOne is subject to the changes made by its Carriers. A license will be assigned for all 8x8 Orders and where a call bundle is selected then calls in the bundle will not be charged. Outside of bundle calls will be charged based on the standard rate card.

The Customer agrees and understands that the rate FluidOne charge may change at any time and from time to time upon written notice to the Customer, such notice to state the date upon which the new Charges shall become effective. Any increases to licence fees shall be applicable to new orders placed (including add on orders) on or after the date of the change, or orders that are outside of their initial contract term. FluidOne will use reasonable efforts to provide as much prior notice as possible to the Customer for any licence fee increases.

Price increases shall not be applied to any add on orders in circumstances where the Customer is increasing the quantity of licences the Customer already subscribes to. Where an add on order consists of licences which the Customer has not subscribed to, the Customer shall be charged the increased licence fee for these new licences.

For example, if a Customer's initial order consisted of 100 X1 licences and through an add on order requests additional X1 and new X2 licences, the X1 licences shall be charged at the same rate as the existing X1 licences but the X2 licences shall be charged at the increased licence price.

The Customer shall be liable for all call charges on their account, including those, which arise as a result of their own phone system being hacked and used to generate calls.

FluidOne will treat all calls originating from the Customer's configured endpoint as legitimate traffic and it is the Customer's responsibility to take reasonable action to protect its device from hackers and potential abuse.

No Service Levels will cover failure of last mile connectivity, over which the Voice Service is delivered. The Customer should take all reasonable care and steps to ensure resilient connectivity, hardware and power is designed in the most resilient way in order for FluidOne to provide the Voice Service over.

In the event that the Customers' onsite hardware, power, or connectivity fails due to hardware, software, configuration or any other issue outside of FluidOne's control and the Customer loses service, the Customer agrees and understands that this will result in no-access to emergency Services.

4.2 Moves and Changes (MAC)

Where a Customer initiated MAC request is chargeable at a one-off amount not exceeding £200, the Customer's acceptance of charges in writing provided to FluidOne will be deemed confirmation of Order placement. For the avoidance of doubt, no Order Form will be issued for signature by the Customer to confirm the change to ensure the MAC request is completed without unnecessary delay.

4.3 Fraud

Customer agrees and understands that FluidOne takes measures defined and enforced by industry and regulation to prevent fraud on FluidOne's network. FluidOne can assist with fraud prevention by setting parameters on the account that provide warnings when thresholds are met. FluidOne will not implement these as standard and it is up to the Customer to do so or request FluidOne's support.

Customer shall not use the Service for any fraudulent or unlawful purposes, and shall ensure that there are adequate safeguards in place to prevent others from doing so, whether arising in connection with Customer Equipment or otherwise. Customer is solely responsible for any fraud that occurs and any charges arising as a result. FluidOne has no responsibility or liability over the configuration, use or operation of Customer Equipment unless FluidOne has expressly agreed otherwise in writing.

The Customer will provide FluidOne with all the technical assistance and information that FluidOne may reasonably require in Order to provide the Voice Services. A non-exhaustive list of such assistance and information can be obtained from Customer's FluidOne account manager or any member of the FluidOne voice team.

Customer will upon FluidOne's reasonable request co-operate with FluidOne in dealing with any request from any regulator or authority with respect to Customer's use of the Voice Services. If Customer fails to provide such co-operation or any information we may reasonably require we may without incurring any liability suspend or terminate the Voice Services.

If the fraud has arisen due to activities on customer Premise Equipment where FluidOne has no operational responsibility, then it is FluidOne's policy to invoice the Customer for that traffic. FluidOne has complied with its contractual responsibility of delivering calls sent to its network by the Customer Equipment, and incurred cost for that delivery. Therefore, it is the Customer's responsibility to pay FluidOne for the services used.

5.0 Activating the Service

If Customer requires a public static IPv4 address Customer shall specify this in the Order. If Customer fails to specify this requirement, it will receive at completion of the Order either a dynamic or a static address at FluidOne's discretion. If Customer requires more than two (2) useable static IPv4 addresses Customer shall complete the IP justification form. The allocation of public IPv4 addresses shall be at FluidOne's sole discretion and capped on a per-Service basis.

All 8x8 services are Activated at the point of Order and created based on information provided in the "pre-sales voice document". Any errors in this document may affect the Service and could result in additional Charges to correct such errors. All licenses that have been activated will be charged to the Customer whilst any corrections or re-design is completed.

FluidOne will prior to Activating a Service will:

- (a) verify that each Service Location is in an area in which the Service is available;
- (b) carry out a line test and/or site survey;
- (c) where appropriate, provide and/or install Service Equipment;
- (d) carry out appropriate Customer credit checks.

Where checks and/or surveys and/or installation carried out by FluidOne (or its Authorised Representative(s)) require attendance at a Service Location, the Customer shall liaise with FluidOne and/or its Authorised Representative(s) to ensure permission to access the Service Location is granted. FluidOne (or its Authorised Representative(s)) will with the Customer agree a date and time for attendance.

The Customer acknowledges that Installation of certain Services may be subject to surveys carried out by FluidOne or a Carrier (a 'Site Survey') and Customer, therefore, procures that FluidOne shall not be obliged to provide the Services where a Site Survey identifies a significant problem with providing the Services.

Where FluidOne determines prior to Activation that the Service cannot be Activated, FluidOne will notify the Customer and the Order will be automatically terminated.

To ensure that installation is carried out, the Customer will, upon the request of FluidOne, and at the Customer's sole expense and the Customer procures that it will:

- a) obtain all necessary consents, including consents for any necessary alterations to buildings.
- b) take up or remove any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers advised by FluidOne, for Activation of the Service; and
- c) provide any electricity and connection points required by FluidOne or its agents.

The Customer acknowledges that during, and as a result of, the installation and Activation of the Services at Service Locations, temporary loss, interference or disruption to other telecommunications services may occur. FluidOne shall use its reasonable

endeavours to minimise such interruption or interference and it will undertake checks for such interference in connection with any such installation. To the maximum extent permitted by law, FluidOne will not be liable for any loss, interruption or interference to such other services during installation.

Where an Activation is deemed possible, if a Customer cancels or terminates:

- (a) An Order at any time before the Order Committed Date, it will be liable for payment of a £120 admin fee and any Carrier or other specific charges or costs incurred in relation to such Order (it being acknowledged and agreed by the Parties that significant costs or charges may be incurred by FluidOne in the event of cancellation of an Order or Contract); and;
- (a) A Contract at any time after the Order Committed Date and prior to Activation, it will upon such termination be liable to pay FluidOne an amount equal to the Early Termination Charges.
- (b) A Contract at any time after Activation but before being validly terminated in accordance with a Contract, it shall upon such termination be liable to pay FluidOne an amount equal to the Charges that would have been payable during the entire Initial Term less any already paid by the Customer.

Where FluidOne is unable to Activate a Service due to the act or omission of the Customer (including the provision of incorrect material information), FluidOne may treat the Contract as terminated by giving a written notice to the Customer and may follow up such notice with a levy or charges provided in this Clause 5 (and the Customer will be deemed to have terminated the Order on the date of such notice for the purposes determining the payment under this Clause 5).

Where the Customer delays the installation or completion of a Service for more than 30 calendar days, FluidOne may terminate the Order by written notice to the Customer, in which event the Customer shall be liable to pay FluidOne the Early Termination Charges.

6.0 Provision of the Service

FluidOne will provide the Services from the Activation Date for the term of the relevant Service as described in the Product Annex and the applicable Order.

FluidOne warrants to the Customer and agrees that it will provide the Services in a manner befitting a competent telecommunications service provider and in accordance with good industry practice and in accordance with this Product Annex.

FluidOne will co-operate with the Customer in all reasonable matters relating to the Services. Nothing in this Clause 6 will prejudice the right of FluidOne to charge the Customer additional expenses for such co-operation if permitted under this Agreement or as agreed separately in writing and signed by the Parties.

Any dates and timelines specified in this Agreement or in any Order for performance of a FluidOne obligation are estimates only and time will not be of the essence.

6.1 How FluidOne will communicate to you

These Services are remotely activated or hosted within the FluidOne core network meaning a customer engineer is not required at site.

FluidOne will notify once the Order is placed and once we have the Activation or installation date. FluidOne will again contact you the day prior to the installation, to remind you of the installation and to ensure everything is in order. Finally, FluidOne will notify you once the service is active, typically the day after the installation date.

6.2 Service Technology

FluidOne may at any time vary or alter the equipment or other technology used in the delivery of the Services provided that such variations or alterations shall not be materially detrimental or disruptive to the performance capability of the Services.

6.3 Installation Service

The Voice Services will be deemed accepted by Customer upon Activation or, if earlier, the date Customer starts using the Service other than for testing purposes, unless Customer notifies FluidOne in writing within 5 Working Days of the Activation date with reasons explaining why the Service is not ready for use.

Customer shall provide FluidOne with access and reasonable co-operation and/or make sure that third parties provide FluidOne access to all sites and reasonable co-operation, on reasonable terms in each case, necessary for FluidOne to provide the Services, including to install any of FluidOne's or Customer Equipment. FluidOne may require Customer to provide written evidence of its right to access such sites.

If FluidOne accepts within its sole discretion to defer the delivery of Service upon Customer's request, there shall be no change in the installation and Charges being incurred from the Activation Date.

Property and title to FluidOne equipment and all Service Equipment installed at Customer's or third party's site for the provision of Service remains with FluidOne and Customer shall apply, and shall ensure any such third parties apply, reasonable care and comply with any reasonable instructions which FluidOne may issue in relation to it.

Where equipment necessary for the Voice Service is sold to Customer, risk shall pass to Customer on delivery. FluidOne retains property and title until it receives full payment of the due purchase price.

6.4 Letter of Authority (LOA)

FluidOne may upon reasonable request require the Customer to provide a letter of authority (LOA). The LOA must include a full list of telephone numbers requiring porting including prefix. It must also include the full address and postcode including business name and person of authority authorising the port. It must include the line type whether that be

a Single Analogue Line, a Multiline or any other line type. Next to each individual telephone number it must clearly state whether that particular number is to be ported, left live or disconnected.

If the Customer fails to clearly inform FluidOne of what is to happen to each telephone number, then the Customer understands and agrees that any broadband service on that telephone number will be ceased by the incumbent.

If the Customer fails to clearly inform FluidOne of what is to happen to each telephone number, then the Customer understands and agrees that should a number be ported over to FluidOne then the original line will cease. Therefore, it is the Customer's responsibility to inform the incumbent if the Customer wants to replace the telephone number with another number.

FluidOne will only accept the (LOA) in a PDF or WORD format sent from a domain of the same company name as the current owner of the number range.

6.5 Direct Dial Inward (DDI)

FluidOne can only port the full DDI range and not part of the DDI range. If on the LOA it does not clearly state the entire number range then FluidOne cannot guarantee whether or not the entire block will be ported and may refuse the request to port the DDI range until a full DDI range is set out in the LOA.

If there is any association between telephone numbers such as Remote Call Forwarding (RCF) or a divert then it is important that the association is stated. The association with aforementioned DDI may be knocked off.

6.6 BT Red Care

FluidOne cannot port number(s) with BT RedCare attached to them. RedCare must first be removed before FluidOne can successfully port.

It is the Customer's responsibility to inform FluidOne of an active RedCare service. FluidOne can take no responsibility for a Customer failing to inform FluidOne of an active RedCare service. Therefore, any consequences of such an event will be the sole responsibility of the Customer to remedy.

6.7 Activation Lead-Time

FluidOne shall use its reasonable endeavours to provide the Service within the following lead times. Lead-times run from the Order Committed Date, and if porting is required, from date of approved porting request:

Unified Communications – 30 working days
SIP – 30 working days
PSTN – 30 working days

ISDN2/30 – 30 working days

Inbound number services – 30 working days

The lead times are target lead time and FluidOne shall not guarantee they will be achieved. Further, FluidOne reserves the right to change these lead times if new work and/or third party consents are required. FluidOne shall not be liable in contract, tort (including negligence) or otherwise for a failure to meet such timeframes, provided that FluidOne has discharged its obligation to use reasonable endeavours to achieve lead times.

6.8 Number Usage and Porting (Unified Communications – 8x8)

Where the Customer is provided with a telephone number (including a code) as part of the Service, FluidOne shall comply with its regulatory obligations in supporting number portability, but the Customer understands that number portability may be unavailable with the 8x8 Service in certain circumstances (such as no porting agreement between carriers). As such, if the Customer moves its service to or from FluidOne to or from another provider, the Customer may not be able to keep its telephone number. Where number portability is available with the Service, FluidOne will take reasonable steps to ensure that the transfer of the Customer's number and subsequent activation is completed within one Working Day, provided all necessary activation processes and validations have been completed, the network connection is ready for its use and (where the Customer wishes to port its telephone number to FluidOne) such Customer's donor provider has received a request to activate the transfer of the number from FluidOne and agreed a transfer date (the "Porting Activation Requirements").

Where the Customer wishes to port its number(s) from another provider (the "donor provider") to FluidOne, the Customer authorises FluidOne to have the number(s) from the other provider's lines listed in the Order routed by FluidOne instead of the other provider and to forward appropriate details of the Customer's porting application for the Service to FluidOne. The Customer will receive advance notification of the change of service from the other operator to FluidOne. FluidOne's ability to provide the Service is subject to the donor provider porting the numbers.

For the avoidance of doubt and in accordance with applicable law, the one Working Day time period does not commence from the date the number transfer request is submitted. Unless provided otherwise under applicable Law, the one Working Day time period commences from the agreed date of port and once an agreement to port has been concluded between FluidOne and (where the Customer wishes to port its telephone number to FluidOne) such donor provider following completion of all the Porting Activation Requirements.

Following completion of the Porting Activation Requirements, FluidOne will send a notification informing the Customer of the date when the Customer's number will be transferred. If having notified the Customer of the date when such number will be transferred there is a subsequent delay in the Porting Activation Requirements, FluidOne will notify the Customer of the new date.

Subject to the below, if the number transfer has not completed within one Working Day after the confirmed transfer date due to FluidOne's acts or omissions, the Customer shall be entitled to claim compensation from the second Working Day after the confirmed transfer date up until the number transfer completion date. Any compensation awarded shall be in full and final settlement of any claim in respect of the delay. Compensation is calculated by multiplying the monthly recurring FluidOne Service Charge relevant to such number by 12, dividing by 365 and multiplying by the number of days delayed until porting is complete. Payment of any compensation shall be by credit against the following invoice.

Unless provided otherwise under applicable law, any change to the date of the number transfer due to the Porting Activation Requirements not being completed shall not constitute a delay or abuse in porting and shall not give rise to a claim for compensation. FluidOne shall also not be liable for any actions or omissions of carriers where such act or omission was not directly caused by FluidOne.

In the case of analogue lines being utilised for facsimile machines, the standard service is not compatible, and an alternative e-fax service will be offered for numbers that are required to be ported to FluidOne. This may result in loss of fax service for a period of up to 15 days.

Where such Customer is provided with a telephone number (including a code) as part of the FluidOne Service, then that code and number does not belong to the Customer and such Customer may not be able to keep that number or sell, dispose or transfer that number at any time. FluidOne will use its best efforts to ensure that Customers are able to keep their number during the term of the Service, but FluidOne reserves the right to change the number on reasonable notice if FluidOne determines in good faith that the change is required by or advisable under applicable Law or is instructed by the relevant regulator.

FluidOne may charge a reasonable administration fee per number ported or attempted to be ported if and to the extent permitted by applicable Law, and such fee shall be notified in advance, prior to the customer ordering the underlying UC/telephony service where the Customer has liaised with FluidOne about the scope and costs of any number porting request. Where the Customer has failed liaise with FluidOne in advance in relation to any porting arrangements, FluidOne shall inform the Customer of any reasonable administration fees following receipt of an Order.

6.9 Emergency Access Calls

Emergency call access is available to End Users of the Voice Services in the UK and will utilise BT's Emergency call centre. This service shall only be available for access where the Emergency call originates from a calling party located in the UK having a telephone number conforming to the National Telephone Numbering Plan, and being either from a geographic number range or from non-geographic number ranges 055, 056, 03 or 08.

The Customer shall provide End User details for each fixed network termination point or equivalent used, in an agreed format and by an agreed method of data interchange. The

Customer shall provide FluidOne with details of all number ranges, and of any amendments to number ranges which have been (i) allocated to the Customer by Ofcom or (ii) sub-allocated to the Customer by another party who has been allocated the numbers by Ofcom, (whether or not subsequently made available to service providers of the Customer to use) and which are receiving, or going to receive, Emergency Service from BT Emergency call centre.

The Customer shall provide to FluidOne and as appropriate amend and delete records for each End User, maintaining data accuracy by timely provision to BT of the following records: (a) the network CLI telephone number; (b) the End Users name and installation address (including the post code) for each network termination point or equivalent used. For End Users with nomadic applications that use more than one network termination point or equivalent the installation address is (until dynamic methods to update the address can be agreed) the address where the application is normally used; (c) whether each End User will use, or be likely to use, more than a single network termination point or equivalent.

The Customer shall be responsible for informing its End Users (and potential End Users) (or shall procure in its reseller contract that the reseller will on behalf of the Customer inform its End Users (and potential End Users)) of the limitations of VOIP originated Emergency Calls Access, including the following:

- that the End User's equipment used to access the Customer Service requires mains power to make Emergency Calls;
- that the End User is required to confirm/provide their location when making an Emergency Call to enable the correct Emergency Organisation to respond; and
- that the Emergency Call may not receive the same network priority as an Emergency Call made on a mobile network or on a circuit-switched fixed line.

6.10 Customer's Obligations

The Customer undertakes and agrees with FluidOne at all times during the term of this Agreement that it shall be solely responsible for:

- a) using the FluidOne Services (and ensuring that End Customers do the same) in accordance with applicable Law and complying with the requirements of all applicable Laws in distributing the FluidOne Services; and
- b) (without prejudice to the generality of clause 6.10 a) ensuring that it does not use or knowingly permit its End Customers to use the FluidOne Services:
 1. for transmission of material which is defamatory offensive or abusive or of an obscene or menacing character, or in any way illegal; or
 2. in breach of any soliciting or telemarketing laws (the Customer understands and acknowledges that they are solely responsible for: (i) ensuring its use of the FluidOne Services complies with all such Laws (such applicable Laws may include, without limitation, Data Protection Legislation (including, as

- applicable the Data Protection Act 1998 (as may be superseded or replaced), the General Data Protection Regulation, the Data Retention (EC Directive) Regulations 2009, the Privacy and Electronic Communications Regulations 2003 (including the prohibition on making unsolicited or direct marketing calls to any subscriber to the Telephone Preference Service), the Communications Act 2003, the Investigatory Powers Act 2016, the Consumer Protection from Unfair Trading Regulations 2008 and Ofcom's policy on silent and abandoned calls)); (ii) obtaining any required consents from the person or organisation to be contacted and for (iii) maintaining an internal "do not call" list to prevent contacting parties that do not wish to receive further communications from the Customer);
3. in a manner which constitutes a violation or infringement of the rights of any person firm or company (including but not limited to rights of copyright or confidentiality); or
 4. in a manner which allows third parties to interfere with or corrupt the FluidOne Services and/ or FluidOne System in any way; or
 5. in a manner that might cause FluidOne or any of its Associated Companies or partners to breach any Law;
 6. contrary to FluidOne's acceptable use policy available on FluidOne's website from time to time; or
 7. in any other way which is in breach of applicable Law (or places FluidOne in breach of applicable Law) or any other instruction or direction of FluidOne;

6.11 Toll Fraud

In the event FluidOne detects any unusual, unauthorised or suspicious activity on the Customer or End User's account, the Customer acknowledges that FluidOne may apply an outbound calling bar on such line or end point. The Customer also agrees to inform FluidOne immediately should it discover or reasonably suspects any unusual, unauthorised or suspicious activity on the Customer's or End User's account, on which FluidOne may apply an outbound calling bar on such line or end point.

The Customer shall not be liable for any outbound call Charges on the relevant line or end point that are incurred as a result of fraudulent or unauthorised use, and (where a bar has been put in place) until any such bar has been removed, provided always that: (a) the Customer and/or the End User are not complicit in any fraudulent activity associated with the line or end point; (b) the Customer has complied with clause 6.11 and its obligations generally relevant to security and fraud prevention, and (c) the End User has complied with FluidOne's safeguarding requirements and use restrictions relevant to security and fraud prevention (such as, without limitation, setting robust password combinations, password management and disclosure restrictions, and not taking any action or making

an omission that would reasonably be expected to disrupt or compromise the integrity or security of the FluidOne System).

7.0 Service Equipment and Remote Management

7.1 Customer Obligations: Service Equipment and Service Locations

The following conditions will apply to the Service Equipment consumed as part of the Services detailed in this Product Annex:

1. FluidOne or its Authorised Personnel (e.g. agents and subcontractors) may during the term of each Contract and in accordance with the Product Annex: (i) install and keep installed the Service Equipment at each Service Location; and (ii) have the right to enter and re-enter each Service Location as and when required in order to install, test, operate, maintain and remove the Service Equipment. The right to remove Service Equipment shall survive the term of each Contract for a reasonable amount of time.
2. The Customer will prepare and provide (i) reasonable access to the Service Location to enable FluidOne's Authorised Personnel (agent and or sub-contractors) to provide the Services and (ii) a safe and suitable environment for housing the Service Equipment, including appropriate protection from weather, security, availability of power, cooling, heating and ventilation. The Customer, FluidOne and its Authorised Personnel (agent or sub-contractors) shall comply with health and safety regulations and other applicable standards in relation to staff of FluidOne and its sub-contractors attending each Service Location.
3. The Customer shall be responsible for the maintenance of Customer Equipment and cables connected to the Network unless otherwise agreed by the Parties pursuant to an Order.
4. The Customer shall not make any replacement, interference, modification, adjustment or connection to the Service Equipment unless such replacement, interference, modification, adjustment or connection is agreed by FluidOne in writing.
5. The Customer will:
 - a) not stack any equipment or materials on top of the Service Equipment;
 - b) take all reasonable steps to secure against any unauthorised use of the Service Equipment;
 - c) ensure the safe keeping of the Service Equipment at a Service Location and indemnify FluidOne for any theft, loss or damage to the Service Equipment other than arising from the acts or omissions of FluidOne or its sub-contractors;

- d) ensure that all Service Equipment located in any Service Location or otherwise connected to the Network has the relevant electrical protection and failsafe measures, labelling and instructions for use as may be required by law and is connected to the Network and used in accordance with any applicable laws and instructions; and
 - e) ensure the compatibility of any applications (including Customer Equipment) the Customer wishes to use with the Services and ensure that any such applications do not harm the Network, Services, or any other customer's network or equipment.
6. FluidOne agrees that its staff will observe the reasonable site regulations of the Customer whilst at the Service Location. In the event of any conflict between such site regulations and the Contract, the latter shall prevail unless the Parties are required by law to comply with the site regulations, in which case the site regulations will prevail.
 7. With the exception of Service Equipment, the Customer will be responsible for providing computer hardware, software and telecommunications equipment and services to access and use the Services.
 8. Ownership and title in the Service Equipment will remain with FluidOne at all times during the term of the relevant Contract, unless agreed otherwise in writing between the Parties. The Customer will not charge, mortgage or otherwise deal with the same and will use all reasonable efforts to prevent third Parties from asserting or acquiring any rights in relation to the Service Equipment.
 9. The Customer will ensure that all equipment connected to a Service is connected to and used with the Service in accordance with the published instructions and any safety and security procedures notified to the Customer.
 10. FluidOne makes no warranty that a Service will interoperate properly with any equipment not procured from FluidOne in connection with that Service.
 11. The configuration of equipment and Services provided by or on behalf of FluidOne (and know-how, design and information relating to such equipment and service configuration) and the Network is and will remain at all times the Intellectual Property of FluidOne and/or its sub-contractors. The Customer accepts that it does not have any right of ownership at any time during the Contract or after the Service has ceased and the Customer will not, at any time, and for any reason, attempt to gain access to the configuration of Service Equipment or the Network.
 12. Any attempts not authorised by FluidOne to gain access to the Service Equipment or the Network by any means, including brute force hacking, reverse-engineering or resetting of the device will be deemed a breach of this Agreement and the terms of the Order Contract of Service and FluidOne reserves the right to terminate this Agreement with immediate effect and/or suspend the Service forthwith in accordance with Clause 4.1 of the Agreement (Service Suspension/Alteration) and

may pursue the Customer for damages where Equipment or Network has been damaged or compromised.

13. Where the Customer needs to undertake penetration testing for security audit purposes the Customer will notify noc@fluidone.com five (5) Working Days in advance in writing, detailing the tests being undertaken. The Customer will receive confirmation back by email when this has been accepted. Failure to notify FluidOne will be deemed a hacking attempt on the FluidOne network and material breach of this Agreement for the purposes of Clause 6.7 of the Agreement (Termination for Customer Fault).
14. Where remote management of the Service Equipment transfers to the Customer on cessation of the Service, FluidOne will, at the Customer's request (sent to support@fluidone.com sufficiently prior to the termination date), reset the Service Equipment to factory default settings so as to provide Customer with management access to the modem. A request to reset the Service Equipment after this date, or without sufficient notice, will require the return of the Service Equipment to FluidOne and collection, each at the Customer's expense.
15. The Customer will ensure that Service Equipment is made available to FluidOne in good working order and physical condition for collection in packaging provided by FluidOne and within 2 weeks of the cessation of the Service. If the Service Equipment is not returned, or has sustained physical damage preventing it being re-deployed in a good condition, then FluidOne may charge the Customer the full cost of replacement at manufacturer's list price at that time.
16. For the purposes of Clause 3.7 in the Master Services Agreement (Termination for Customer Fault), any breach by Customer of the provisions of Condition 2, 4, 8, 11, 12, and 13 in this Clause 7.1 will be deemed a material breach of the Agreement and of the relevant Contract.

7.2 Remote Management

The Customer shall ensure that all Service Equipment is used in accordance with any relevant standards and, in addition, the following standards in the Order of precedence below:

- any legal requirements imposed on the parties including those arising from General Condition 2 set out under section 45 of the Communications Act 2003;
- any relevant specification notified by Ofcom in implementation of the recommendations of the Network Interoperability Consultative Committee;
- any relevant recommendations by the European Telecommunications Standards Institute; and
- any relevant recommendations by the Telecommunications Standards Bureau of the International Telecommunications Union.

Where Remote Management is specified on the Order Form, FluidOne will endeavour to complete basic Configuration requests within 4 Working Hours of notice.

Basic Configuration requests are requests that can be completed within 1 hour. For the avoidance of doubt, change requests and FluidOne's obligations in relation to such change requests are subject to and conditional on Customer's compliance with the Acceptable Usage Policy.

Advance Configuration (which shall mean more than 1-hour configuration) will be subject to consultation with an engineer and checked by a supervisor. FluidOne will aim to complete this within 10 Working Hours. Out of hours Configuration can be arranged at an additional cost.

All Customer requests for changes to hardware configuration must be made via email even if a support ticket is also raised by the phone system. Should the Customer not provide all the necessary information required to carry out a change then a request for further details will be provided within the stated 10 Working Hour time period. The clock will restart when all required information has been provided. FluidOne may refuse such request in the event that it reasonably believes that such request may result in loss of or disruption to the Service or Network.

FluidOne will have no liability to the Customer relating to the provision or performance of any Services affected by any failure by the Customer to comply with any obligations outlined in this Product Annex.

For 8x8 Services, FluidOne reserves the right to make any modification, change, addition to or replacement of any part of the Network or Services at any time and for any reason, which may include: in order to make the 8x8 Services available in the normal course of running its business or to otherwise to comply with applicable Law and regulations.

FluidOne shall (a) use commercially reasonable efforts to schedule and conduct planned downtime at hours and in a manner reasonably expected to minimise the disruption to the Customer (based on customary usage thereof in United Kingdom), (b) notify Customer at least twenty-four (24) hours in advance of any instance of planned downtime that FluidOne anticipates other than where such planned downtime is required due to an emergency.

The Customer shall be solely responsible for Equipment used by the Customer and/ or its End Customers in order to use the FluidOne Services (unless the same is supplied by FluidOne) and FluidOne shall not be liable or responsible for any such Equipment.

The Customer agrees that title to any Equipment provided by FluidOne but not sold to the Customer shall remain the property of FluidOne even whilst on the Customer's premises (or the premises of any of the Customer's End Customers).

8.0 Termination or Migration

Following the expiry of the Initial Term of any Contract, either FluidOne or Customer may terminate that Contract by not less than three (3) months' written notice, such notice to take effect at the end of the Initial Term. If Customer upgrades the Services at any time during the final 12 months of the Initial Term or after the Initial Term, the Contract for such Services shall be automatically extended by the Initial Term period again. Upon expiry of the Initial Term where no termination notice has been given and the Customer has not upgraded the service in the previous 12 months, the Initial Term will automatically renew for the lesser of the Initial Term or 1 year.

A cancellation request must be effected by the Customer using the online form and process located at the FluidOne Portal, Dash.

Notice of termination via email will only be accepted where the online portal, Dash, is not available in which event Customer must email FluidOne with a request to terminate the Contract at: cancel@FluidOne.com. Such email must contain the contracted company name and details of the Service being cancelled, the site address and service description and FluidOne contract number. No other method of notice of termination will be accepted or effective. Upon emailing cancel@FluidOne.com, the Customer will be sent an acknowledgement of receipt within 4 hours, containing a "Ticket ID". The Customer must retain this ticket ID as evidence of the cancellation submission via email.

Where a termination of 8x8 Unified Communications Services is caused by a material breach of contract by FluidOne, the supply of the Services may be transferred directly to 8x8 at the consent of both the Customer and 8x8.

FluidOne may suspend the provision of the 8x8 Unified Communications Services (in whole or in part) if:

- a) such suspension is reasonably necessary to enable FluidOne to comply with an order instruction or a direct or indirect request of legal or regulatory authority; and/or
- b) 8x8 are required to carry out any work relating to upgrading or maintenance of the 8x8 Network (subject to FluidOne having given to the Customer in writing the maximum period of notice practicable in the circumstances); and/ or
- c) the Customer does not pay any sum due and owing to FluidOne following the 30-day remedy period or following the due date for payment in circumstances the Customer has committed three (3) payment defaults in any 12 month period; and/or
- d) the Customer breaches any material term of this Agreement.

FluidOne shall have the right to terminate the Agreement on written notice in the event that:

- a) the licence or any other external authority under which Customer: (i) has the right to run a telecommunications system and connect it to the FluidOne Network; or (ii) is authorised to distribute the FluidOne Services is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another licence or other authority conferring such right, or where FluidOne reasonably believes the

- Customer is in breach of the conditions of any such licence, authority or other relevant statutory enactment;
- b) the Customer has committed fraud, other ethical misconduct which in FluidOne's reasonable opinion causes a material impact; or
 - c) the FluidOne Services can no longer to be provided by FluidOne for any reason whatsoever. An example of when FluidOne would utilise this clause will include but not limited to, regulatory obligations, legal obligations and IP infringement.

9.0 Support and Fault Finding

Customer shall report all faults to FluidOne's support team. FluidOne will respond and resolve each fault in accordance with the Service Level Agreement.

To report a fault Customer must email support@FluidOne.com, raise a ticket in the portal or call 020 7099 8999 and press option 2. Urgent faults (being any loss of Service or any fault that prevents Customer from conducting its business) must be reported by telephone for the quickest response time. Faults cannot be raised via another department.

FluidOne shall allocate each reported fault a fault reference number, which must be used by Customer in all further dealings concerning that fault.

FluidOne's support engineers will diagnose the fault remotely. Customer shall carry out all checks requested by FluidOne to help diagnose and resolve a fault, including but not limited to first line checks, such as checking hardware or software status - power, carrier, testing with new cabling as necessary and rebooting site equipment.

Customer shall provide all assistance and information and carry out all checks requested by FluidOne promptly and in accordance with FluidOne's reasonable instructions.

As part of the diagnosis, FluidOne may require Customer to replace the Service Equipment. In such case, the following shall apply:

- When hardware provided by FluidOne is outside the manufacturer's warranty FluidOne will still offer to ship replacement parts, provided that Customer pays the cost of replacement;
- When hardware is loaned to Customer by FluidOne for the purposes of diagnostics FluidOne shall immediately invoice Customer for the hardware, shipping and configuration. Customer agrees and undertakes to make the loaned hardware, or the original faulty hardware, available to FluidOne for collection (in a resalable 'as new' condition) at a time agreed with FluidOne within ten (10) calendar days. Upon receipt by FluidOne of the returned hardware as described, FluidOne will issue a credit note for the invoice. If FluidOne does not receive the hardware back within this time period, the invoice shall become immediately payable; and

- Customer shall ensure that hardware made available for collection at Customer’s offices in its original packaging (or packaging provided by FluidOne). If not made available, FluidOne may charge Customer the full cost of replacement at list price at that time.

In the event that no clear path to resolution of a fault has been identified using the above fault reporting and resolution procedures, the Customer may escalate the fault in accordance with the matrix set out below in which event both parties will follow the escalation matrix procedure. However, if the fault is escalated in accordance with this matrix, this shall not for the avoidance of doubt prevent the Supplier from carrying out its own internal diagnostic and escalation procedures. The escalation to the next step will only occur when the response time to each escalation level has not been met. This time is inclusive from first contact.

Technical Support Escalation Matrix				
Level	Availability	Contact		Time to Respond
1	24/7	Technical Support	02070998999 support@FluidOne.com	Initial Contact
2	09:00 – 18:00	Support Escalation	escalations@FluidOne.com On request via Level 1	1 hour
	24/7	On-call Escalation	On request via Level 1	2 hours
3	09:00 – 18:00	Network Support	On request via Level 2	4 hours
4	09:00 – 18:00	Support Team Manager	On request via Level 3	6 hours

5	24/7	Director	csm@FluidOne.com	8 hours
<ul style="list-style-type: none"> • Applicable when no CPTR (Clear Path To Resolution) has been identified. • Supplier escalation operates independent from the above which is managed by FluidOne. • Progress through each level is dependent on the Service Level Agreement (excluding non-FluidOne time) being breached at the previous stage by the Time to Respond time outlined above. 				

10.0 Service Level Agreement and Service Credits

FluidOne warrants that the Voice Service as described in the Order shall be provided using reasonable skill and care.

In case of the Voice Service not fulfilling the contractually agreed requirements: (a) FluidOne shall remedy the service in accordance with the SLA.

Where equipment is sold in Order to provide the Voice Services, FluidOne will endeavour to pass onto Customer the benefit of any warranty (if any) FluidOne receives from its supplier of the equipment.

FluidOne’s Core Voice Network carries a 99.99% SLA for uptime. This SLA covers the session border controllers (SBC’s) within the FluidOne Core Network, and does not otherwise apply to End User SIP service itself, and would not cover any unavailability of the Voice Service for any other reason other than a failure of the FluidOne Core Network.

FluidOne’s Core Voice Network SLA of 99.99% uptime excludes Carrier/supplier platform failures of all kinds. This includes but is not limited to, a major service outage (MSO) on the Carrier/supplier side and errors, mistakes, acts or omissions of any engineer who is not an employee or officer of FluidOne.

FluidOne’s Core Voice Network SLA of 99.99% uptime excludes issues that are defined as faults with connectivity be that FluidOne provided connectivity or third party connectivity. If the Customer disputes the cause of the downtime of Voice Services, FluidOne will not pay SLA credits until the cause of the fault has been determined by FluidOne to be an issue with the Core Voice Network.

10.1 Service Credit Calculation

FluidOne service credits payable to Customer will never be more than the total rental amount of the number of SIP channels + any call plan/s that may be in place. FluidOne service credits will not include calls outside of a call plan. FluidOne service credits will not include any call made if no call plan is in place at the time of incident.

Service	Uptime	Qualification	Breach	Monthly Rebate
Voice Service – SIP (Core Network)	99.99%	Initiating an outbound and/or inbound call	3 attempts either to make or receive a call	10% of total monthly rental of Voice Service including call plan if Breach or Uptime is met

10.2 Claiming Service Credits

In the event that FluidOne fails to achieve the Service Levels in any Month and the Customer is entitled to service credits, any service credits owing to the Customer are reported by FluidOne in the following Month and are credited to the Customer's account against the Customer's outstanding account balance.

If the Customer disputes the service credit amount in the FluidOne report or (where no service credits have been credited) entitlement to service credits, the Customer shall raise a support ticket by email to support@fluidone.com (quoting the support ticket number and Customer's account code) within 7 Working Days following receipt of the applicable report.

If no email is sent within this period, entitlement to dispute service credits shall cease. Customer shall not be entitled to service credits where Customer has failed to make payment of any Charges when due and those Charges remain overdue at the time the right to receive a service credit arises (unless there is a bona fide reason for withholding payment and the Customer has otherwise complied with the terms of the Contract). For the avoidance of doubt, service credits are not payable in respect of any period during which a Service is suspended.

It is technically impracticable to provide a 100% fault free Service and FluidOne does not warrant or undertake to do so. The parties agree:

- Where service credits are offered in relation to a Service, Customer agrees that the service credits are, paid in full and final settlement and satisfaction of FluidOne's liability in respect of any faults or Service Failures or any failure to meet the Service Level
- FluidOne's liability to pay service credits constitute Customer's sole and entire remedy for such faults or Service Failures or any failure to meet the Service Levels.

10.3 Network Maintenance

Temporary changes may be made to the Network or the technical specification of a Service from time to time for operational or technical reasons including to suspend, modify, change, add to or replace any part of the Network or Services. If these changes will or are likely to be materially detrimental to the Service FluidOne will use reasonable endeavours to inform the Customer in advance.

FluidOne may from time to time carry out maintenance to the Network and/or Service for purposes of providing new installations, updating facilities and general maintenance (**Scheduled Maintenance**), during which the Service will be unavailable. FluidOne will use reasonable endeavours to provide at least seven (7) calendar days' notice of any Scheduled Maintenance.

Where FluidOne needs to carry out emergency maintenance or any maintenance that is not Scheduled Maintenance (**Emergency Maintenance**) to any Service and/or the Network, FluidOne may carry out such Emergency Maintenance and will give as much notice as is reasonably practicable to the Customer and will explain why the maintenance is necessary and why short notice has to be given. It may only be possible to give this notification after the Emergency Maintenance has taken place.

11.0 Definitions

The following words and expressions used in this Product Annex shall have the following meanings:

'3G' stands for 3rd generation mobile data network. Should 3G not be available slower 2G Services will be offered where coverage allows;

'4G' stands for 4th generation mobile data network. Should 4G not be available slower 3 or 2G Services will be offered where coverage allows;

'*Acceptable Usage Policy*' means the definition referred to in the Master Services Agreement;

'*Agreed Uptime Guarantee*' means, in relation to each Service, the target period of Uptime during each Month (expressed as a percentage of the time in the relevant Month) specified in the column of the SLA entitled '*Agreed Uptime Guarantee*' or otherwise specified in any Contract;

'*Bandwidth*' means the rate, in bits per second, which data packets can be transferred over the Service. This is always quoted in bits per second (bps), never Bytes per second (Bps) and does not factor in packet overheads;

'*Basic Management*' means the provision by FluidOne of remote assistance and configuration changes to hardware requiring less than 1 hour of work per request;

'*Cancellation Charge*' means the cancellation charges that are charged by a Carrier to FluidOne for cancelling an Order or Contract prior to a date notified to Customer as a "service commencement date" or proposed Activation Date;

'*Cloud Services*' means the cloud Services described in Schedule 1 (forming part of the Services) that are subject to the additional terms set out in Schedule 5;

'*Cloud Virtual Infrastructure*' means compute platform from which customer applications run;

'*Contention*' means the maximum possible reduction in throughput on a particular product. Ethernet Leased Line and EFM have a guarantee of 1:1;

'*Data Usage*' in relation to 3G/4G Services will be rounded to the nearest MB, where 1 MB is equal to 1,048,576 bytes. This will include download and upload combined;

'*IDI Access*' means International Internet access service which relates to networks outside the United Kingdom not using a FluidOne IP address;

'*Initial Term*' means the period stated on the Order or in the Product Annex. If not so stated in relation to each Service means the following periods from Activation: (i) Hosting

and Cloud Services: twelve (12) calendar month; (ii) 3G and 4G Services: one (1) calendar month unless otherwise agreed;

'*Latency Service Failure*' means that Latency for a particular Service measured over a Month is identified by the Customer (and demonstrated to FluidOne's reasonable satisfaction) following the raising of a Support Ticket in response to a reported fault, to be in excess of 40ms for SLA+ or 100ms for SLA;

'*Mass Failure*' means a failure of the FluidOne Core Network to meet or exceed the Agreed Uptime Guarantee (99.99%) in 3 (three) consecutive Months or in at least 4 (four) Months of any 6 (six) Month period;

'*Master Services Agreement*' means the master services agreement entered into between FluidOne and Customer, pursuant to which Orders for Services can be placed by Customer and accepted by Fluidata;

'*Network Availability*' means the Service Equipment, when correctly connected and configured, is able to connect to the FluidOne or carrier network;

'*Order Committed Date*' has the meaning set out in Section 4 of this Product Annex;

'*Service Failure*' The Service will be considered to have failed if Customer has raised a support call and the Service Equipment is deemed unresponsive;

'*Service Levels*' means the performance service levels set out in this Product Annex;

'*SLA*' or '*Service Level Agreement*' means the service level agreement in section 10 of this Product Annex setting out Service Levels and applicable service credits;

'*Uptime*' means the period when there is Network Availability;

"Voice Services" means the Voice Services described in the Order form relating to Unified Communications, PSTN, ISDN2/30 and inbound number services.

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