

Schedule 6: Network Services

1. INTERPRETATION

Except as defined in this Schedule 6, capitalised terms shall have the meanings given to them in the DEFINITIONS SCHEDULE.

To the extent applicable to the supply of Goods, in the event of conflict with the terms of this Schedule 6 and the Agreement, the provisions in this Schedule 6 shall take precedence and in the event of a conflict with the terms of this Schedule 6 and Order Form, the provisions of Order Form shall take precedence over this Schedule 6.

2. NETWORK SERVICES

The Customer will not exploit a Presentation Number to generate revenue-sharing calls. Such exploitation may constitute persistent misuse of an Electronic Communications Network or Electronic Communications Service and FourNet may suspend the Service and/or terminate the Order in such circumstances;

3. SUSPENSION

Without limiting its other rights or remedies, FourNet shall have the right to suspend provision of the Services if:

- 3.1 FourNet reasonably believes that the Services are being used in an unauthorised or illegal manner; or
- 3.2 Ofcom or any other regulatory body requires FourNet to suspend the Services;
- 3.3 to conduct Planned Maintenance, in which case FourNet will notify the Customer in advance;
- 3.4 if FourNet (or its subcontractors) reasonably considers that it is required to do so in order to safeguard the integrity and security of its network.

FourNet will endeavour to notify the Customer in advance of any restriction or suspension for any of the events listed in paragraph 3 as soon as commercially reasonable.

Where FourNet exercises its rights to restrict or suspend the Service in paragraph 3, where the need to safeguard the integrity of security of the network arose as a result of a breach by the Customer:

- 3.1 the Customer will continue to be liable for all applicable Charges for that Service until the Order is terminated; and

FourNet may charge a re-installation fee in order to resume supply of the Cloud Service to the Customer. FourNet reserves the right to suspend and/or withdraw the use of the Presentation Numbers without notice if:

- 3.1 it is subsequently found that the information supplied by the Customer was, or has become, inaccurate; and/or
- 3.2 FourNet reasonably believes that a Presentation Number is being used:

- (i) in a way prohibited by the CLI Code of Practice; and/or
- (ii) to generate revenue-sharing

FourNet will process orders for Type 3 and Type 5 Presentation Numbers based upon the information supplied by the Customer on the CRF.

For Number Allocation, the Customer will provide FourNet with information regarding the utilisation of allocated numbers as reasonably requested by FourNet.

For Presentation Numbers, the Customer undertakes and warrants that, if it intends to use Type 3 and Type 5 Presentation Number:

- 3..1 permission is not required from anyone else in relation to the numbers; or
- 3..2 if the Presentation Numbers are not allocated to the Customer, it provides to FourNet evidence of written consent from the allocated owner for its use as a Presentation Number; and
- 3..3 advises FourNet immediately if that consent is withdrawn;
- 3..4 the Presentation Numbers used are dialable numbers or are numbers that have been received from the PSTN and passed on unchanged in accordance with the terms of the CLI Code of Practice;

to inform FourNet immediately of any changes in relation to 3.7.1 to 3.7.4 above; and

- 3..1 the Presentation Number will not be:

- (i) a Premium Rate Service number (as defined in Section 120 of the Telecommunications Act of 2003) prefixed 09; or
- (ii) a number that connects to a revenue sharing number that generates an excessive or unexpected Call Charge.

- 3..2 it will comply with the CLI Code of Practice.

For Number Allocation, the Customer will provide FourNet with information regarding the utilisation of allocated numbers as reasonably requested by FourNet.

The Customer will indemnify and hold FourNet harmless against all claims, losses, costs and liabilities arising from its failure to comply with paragraph 3.7.

Part A: Calls, Lines and SIP

4. CHARGES

There are various categories of Charges relating specifically to Network Services. These are described below:

- 4..1 **Service Administration and MACD Charges:** FourNet will charge the agreed hourly or daily rate set out in the Order Form for any additional MACDs or ceases required by the Customer that fall outside the scope of the standard Service as set out in this Agreement or as otherwise detailed by FourNet.
- 4..2 **Number Allocation Charge:** FourNet will charge the Customer a one-off number allocation Charge as set out in the Order Form, for each new number.
- 4..3 **Number Porting Charge:** FourNet will charge the Customer a one-off charge for Number Porting as set out in the Order Form.
- 4..4 **Voice Channel Charges:** FourNet will charge the Customer a monthly Voice Channel Charge as set out in the Order Form for each month or part month.
- 4..5 **Usage Charges:** The Customer will pay the Usage Charges for Outgoing Calls at the rates advised by FourNet to the Customer from time to time.
- 4..6 **Transfer Charge Calls:** FourNet will charge for Transfer Charge Calls at the rate advised to the Customer from time to time.
- 4..7 **De-installation Charges:** FourNet will charge De-installation Charges for the de-installation of Voice Channels or Equipment at the rates set out in the Order Form.

Charging for a Call will commence when an answer signal is received indicating that the media path is complete and will cease when a release signal is received indicating that the Call has been disconnected.

Except for minimum or fixed fee Calls, FourNet will charge for Calls on a per second basis rounded up to the nearest second.

Changes to Usage Charges will be effective from the first day of each month but FourNet may change Call Charges at other times if necessary.

Where a Call extends over one or more charging periods, FourNet will apportion the Call duration to the relevant charging period and charge for the call accordingly.

All charges shall be calculated by reference to data recorded or logged by FourNet and not to data recorded or logged by the Customer and FourNet's data records and logs shall be prima facie evidence of call parties, call time, and call duration and shall be accepted as such save in the case of manifest error by FourNet.

The Customer shall pay all Usage Charges whether or not the usage was authorised by the Customer.

FourNet may adjust Usage Charges at any time on giving a minimum of 5 days' notice to reflect a change in international termination rates or as required to do so by a regulatory body.

FourNet may adjust the Usage Charges provided that FourNet gives the Customer at least 14 days' prior notice of any increase.

5. FREE CALLER TO CALLER CALLS

Where an Outgoing Call is made to a 0800, 0808 and 0500 free phone number it will be free to the End User.

Where an Incoming Call is made to a 0800, 0808 and 0500 free phone number belonging to the Customer, either allocated or ported to the Cloud Service, FourNet will deem it to be an Outgoing Call and will charge the Customer at the rates advised to the Customer from time to time. If a BT managed or public payphone (or equivalent payphone on the BT network of another payphone operator) is used to make this type of Call the Customer will pay the payphone access Charge as set out in:

- 5.1 section B1.09 of the Carrier Price List for a BT payphone; or
- 5.2 the relevant regulated payphone access Charge in a Communications Provider's price list for a Communication Provider payphone.

Calls that remain On-Net will be free to the caller.

6. WEEE REGULATIONS

The Customer will:

- 6.1 be responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 ("the WEEE Regulations") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Order that has become waste electrical and electronic equipment ("WEEE"). FourNet and the Customer acknowledge that for the purposes of Regulation 9 this Clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE;
- 6.2 be responsible for any information recording or reporting obligations imposed by the WEEE Regulations.

7. TELEPHONE NUMBERS

The Customer will not own any telephone number allocated to it, nor will it have the right to sell or transfer any telephone number to any third party without the prior written consent of FourNet.

Where the Customer is using an existing telephone number, and that number is not connected to FourNet's network, FourNet may need to perform additional migration work. The Customer undertakes to provide FourNet with any information it may require to carry out the migration and accepts that the migration may delay the commencement of the Services. FourNet shall have no responsibility for any delays in the commencement of the Services due to the migration unless such delay arises from an act or omission of FourNet.

FourNet reserves the right to change a telephone number allocated to the Customer if FourNet's contract with the third party provider of the telephone number terminates or FourNet's third party provider changes that telephone number.

The Customer must provide inbound Services supplied and configured to support any non-geographical numbers (each an "Enabling Service").

8. NUMBER ALLOCATION AND PRESENTATION NUMBERS

Where applicable, geographic numbers will be allocated to the Customer by FourNet.

The Customer will be allocated blocks of up to 100 concurrent numbers in a single order.

FourNet may revoke any newly allocated number range on reasonable notice where the Customer is not, in FourNet's reasonable opinion actively making use of such numbers.

FourNet will not be responsible for verifying any information relating to third party or other network operator telephone numbers used as Presentation Numbers.

9. NUMBER PORTING

In line with the Order, FourNet will manage the porting of all numbers to be used in connection with the Service.

There may be some restrictions to number portability.

FourNet will manage the porting of telephone numbers using the information supplied by the Customer in accordance with all relevant legislation and regulations (including codes of practice). It is the Customer's responsibility to secure the co-operation of the losing Communications Provider in any number porting activity requested by the Customer.

10. CALLS

Details of Call types not supported by the Services are available upon request.

If Calls conveyed via the Services for onward termination to an International Destination Network are abnormally high FourNet or the overseas network operator may instigate network management control measures, provided the control measures instigated are reasonably proportionate to the security risk caused. FourNet will notify the Customer of the action taken as soon as is reasonably practicable, provided that in the case of action taken by the overseas network operator, FourNet is made aware of the measures taken.

11. CUSTOMER PRESENTATION EQUIPMENT

Title in the CPE shall at all times remain with either FourNet or its suppliers (as the case may be).

In respect of any CPE supplied to the Customer under the Agreement, the Customer shall:

- 11..1 use the CPE in accordance with any instructions FourNet may provide from time to time and only for the purposes of using the Services in accordance with the Agreement;
- 11..2 not move, modify, relocate or any way interfere with the CPE;
- 11..3 not have the CPE repaired or serviced except by FourNet or any suppliers approved by FourNet in writing;
- 11..4 keep the CPE fully insured for risk of loss, theft, destruction, damage;
- 11..5 not create or allow any charges, liens, pledges, or other encumbrances to be created over the CPE; and
- 11..6 permit FourNet, or its suppliers, to inspect and test the CPE at all reasonable times

The Customer shall be liable for any damage to the CPE, and FourNet's suppliers' networks, which is caused by the Customer.

12. SIP SERVICES

The SIP Services will only become active following Customer Acceptance Testing.

The Customer acknowledges that the SIP Services are supplied as a private service for use for certain specific applications which, as regards public emergency call services, confer only limited service at agreed defined locations and is not sold as a full public service. The Customer agrees that FourNet shall be entitled to provide its supplier in respect of each network termination point full details of the Customer's name and address to enable FourNet's supplier to fulfil its obligations to Ofcom.

FourNet does not issue the IP address to be used with the SIP Services. FourNet reserves the right to withdraw or change this IP address if for any reason the address ceases to be available.

The point of connection for the IP connect service is the IP address in the public internet which will be notified by FourNet or its supplier to the Customer. FourNet's responsibility does not extend to the transport between this point and the Customer or to any equipment in operation beyond this point, both of which shall be the responsibility of the Customer. The point of connection for the IP connect service is the pre-configured router to be provided by FourNet or its supplier to the Customer. FourNet's responsibility does not extend to any equipment beyond this router, any or all of which shall be the responsibility of the Customer.

Part B: WAN, LAN, and SD-WAN

13. PREREQUISITES

The site must be ready for installation and reasonable access should be available to FourNet to the premises, network equipment and any other required facilities.

Existing network infrastructure must meet the minimum technical requirements as detailed by FourNet. If these requirements are not met, FourNet does not accept responsibility for any delay or Additional Charges that may be incurred in order to bring the network infrastructure meet the minimum requirements.

The Customer must provide any requested network topology, IP address schemes, VLAN configurations and security policies in a timely manner. If these cannot be provided, or are not provided in good time FourNet may be required to make assumptions. FourNet does not accept responsibility for inaccurate assumptions which may cause delay or Additional Charges.

14. CUSTOMER RESPONSIBILITIES

The Customer must ensure:

- 14..1 That all sites have sufficient cooling and ventilation with stable and reliable power supplies;
- 14..2 Adequate physical space is available to install devices;
- 14..3 Existing connectivity meets minimum bandwidth and performance requirements;
- 14..4 No other major works are planned to occur during the implementation phase;
- 14..5 Compatibility of devices with existing infrastructure and end points;
- 14..6 VPN and encryption standards are supported across all WAN links;
- 14..7 Network policies and configurations are well documented and accessible to FourNet;
- 14..8 Adequate backup and restore processes are in place for network configurations;
- 14..9 Ethernet and fibre optic cables comply with all specifications provided by FourNet;
- 14..10 Sufficient IP addressing scheme and VLAN configurations are available;
- 14..11 Compliance with all relevant regulatory and security standards;
- 14..12 Assign internal personnel to liaise with FourNet/primary point of contact;
- 14..13 Maintain and update documentation related to their network;
- 14..14 Grant necessary physical and remote access to FourNet personnel for troubleshooting and maintenance;
- 14..15 Notify FourNet of any planned changes that may impact service performance;
- 14..16 Approve and implement recommended changes in a timely manner;
- 14..17 Ensure that internal security policies (firewall rules, authentication, etc.) align with FourNet's requirements;
- 14..18 Maintain compliance with regulatory standards affecting network security;
- 14..19 Ensure a backup strategy for configurations and critical systems is in place;
- 14..20 Maintain an up-to-date disaster recovery plan for non-FourNet managed components;
- 14..21 Report issues via the agreed support channels and provide necessary logs/details for troubleshooting; and
- 14..22 Manage any required relationships with third-party vendors (e.g., ISPs, security vendors) not covered under the agreement.

Part C: Service Level Agreement

15. INCIDENT SUPPORT HOURS

FourNet can provide the service to cover the hours laid out in the table below and the selected option specified in the Order Form:

Week Day Coverage	
Hours	9:00 to 17:30
Days	Monday to Friday (excluding Bank and Public Holidays)
24 x 7 x 365 Operation	
Hours	24 Hours a Day
Days	7 Days

16. INCIDENT PRIORITY LEVELS

The Priority of a ticket is assigned by FourNet and determines the order and level of response in which FourNet shall apply resources.

FourNet define any Priority 1 or 2 Incidents as Major Incidents, which are managed 24 hours a day, 7 days a week, 365 days a year. Priority 3, 4, 5, and 6 Incidents are managed during Business Hours.

The Incident Priority Levels for the Managed Services are as follows:

Priority	Definition
1	Critical Incident Total Loss of the supported service(s) affecting more than 30% of the supported service(s) across the customers estate.
2	Major Incident Partial or Total Loss of the supported service(s) affecting between 5%-30% of the supported service(s) across the customers estate.
3	Minor Incident Partial or Total Loss of the supported service(s) or loss of functionality affecting less than 5% of the supported service(s) across the customers estate.
4	Request for Information Technical question or product support.
5	Moves, Adds, Changes, Deletions (MACD) Request to make a change on the customers system, unless explicitly defined in the Order Form these requests carry an additional charge.
6	Problem Case Root Cause or Trend Analysis required.

17. INCIDENT RESPONSE AND RESTORATION TIMES

The following response and restoration times apply:

Service Description	FourNet Response	Hardware Response	FourNet Restoration

18. SERVICE AVAILABILITY

Service Availability is measured on a monthly basis and expressed as a percentage of time that the Service is operational and accessible to the Customer, without significant issues or Downtime.

The calculation of Service Availability Total Downtime does not include Planned Downtime or Incidents caused by factors outside the Service Management Boundary.

The calculation of Service Availability is as follows:

Total Number of Minutes in the Month/ Total Downtime

19. CHANGE MANAGEMENT

FourNet uses Change Management to ensure that any changes made to a Customer's operating environment are considered, controlled and communicated. Following the submission of a Request for Change (RFC) by the Customer, FourNet's Change Advisory Board (CAB) must approve the change before the engineering team schedule work to be carried out. The Change is then sent to the Customer for review and presented to their own CAB. FourNet will, at the Customer's cost, attend and support the Customer CAB where required. FourNet's CAB is responsible for reviewing and approving:

- 19..1 The change as a whole;
- 19..2 The scope of the change;
- 19..3 Necessary risk assessments;
- 19..4 The technical scope of works for the change;
- 19..5 The technical scope of works for backing out of a change;
- 19..6 Post-change test and verification plan; and
- 19..7 Time window for the change, the platform environment and any pre-defined milestones.

FourNet is aligned to the ITIL framework (being the Information Technology Infrastructure Library standard) using the terminology from that framework to categorise each Change. These include:

- 19..1 Standard Change: a change that is low-risk, pre-approved and documented with a well known procedure.
- 19..2 Normal Change: a change that is not pre-approved and requires consideration and RFC approval by the CAB (of FourNet and or Customer) before implementation.
- 19..3 Emergency Change: a critical change that requires immediate implementation, such as to resolve a major incident. An ECAB (Emergency Change Advisory Board) may be arranged to quickly review a planned change.

FourNet will assess the level of each Change as follows:

Risk	Criteria
High	• There is a high likelihood of service impact affecting multiple Customers. • Service unavailability and/or reduced resiliency are expected for a significant amount of time during the works. • The scope of works is not well understood, unable to be well validated or has rarely been completed. • Considerable engineering resources are required to implement.
Medium	• There exists a chance of service impact, with at least one Customer directly affected by the change. • The Customer may experience a change in behaviour as a result of the work. • A period of reduced resiliency will be experienced during implementation. • Service availability is maintained throughout, with the scope of works having been completed before.

Low	• There exists little to no chance of Customer service impact, with at most one Customer directly affected by the change. • The scope of works is simple, well understood and has been successfully completed multiple times.
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If a Change is identified as "failed", FourNet will implement the Post Implementation Review. FourNet defines a Change as failed when:

- 19..1 An Incident or Major Incident is created post-change; or
- 19..2 The Change has to be reverted; or
- 19..3 The Change has been cancelled.

The Post Implementation Review process is designed to review and understand the root causes behind any failures of the Change Management process. The Post Implementation Review process is also designed to implement continual improvements in deployment by identifying improvement activities and actions in changes that have not met the desired business outcomes.

The Change Manager is responsible for the Post Implementation Review process and will feed back to the Customer through FourNet's Problem Management Root Cause Analysis process.

20. EXCLUSIONS

The Customer may incur Additional Charges for Incidents which are the result of:

- 20..1 Hardware failures outside the Service Management Boundary;
- 20..2 Third party ISP issues;
- 20..3 Security breaches caused by Customer negligence or misuse;
- 20..4 Unauthorised Changes; and
- 20..5 Environmental issues such as power failure or cabling faults.