



## Pen Telecom - Service Definitions and Schedules

### SIP Service Schedule V1.0C

Pen Telecom is required by Ofcom to communicate the following advisory statements to all telecommunications service customers:

- i. If the broadband connection that Pen Telecom service depends on fails, the voice service will also fail.
- ii. If there is a power cut or failure in the connected telephone system, any associated broadband connection and voice service may also fail.
- iii. Broadband connection and power supply failures are caused by reasons outside the control of Pen Telecom.

If the broadband connection that a VoIP service depends on fails for any reason, the service cannot be used to make calls to the emergency services numbers 999 and 112.

#### 1. Definitions

**1.1.** All terms defined in the MSA (defined below) shall have the same meaning in this Service Schedule except where the context may require otherwise.

**'Alias'** – shall mean a DDI number that is linked to a headline number.

**'Call Tariff'** – shall mean the tariff showing prices for call termination.

**'Channel'** – Shall mean 1 concurrent call.

**'DDI'** – shall mean a Direct Dial Inward number.

**'Headline number'** – shall mean any lead number that may or may not have any alias' attached to it.

**'MSA'** – shall refer to Pen Telecom's Master Service Agreement Terms and Conditions as at the date hereof as published on the Portal.

**'PBX'** – shall mean a private branch exchange that has the ability to make and receive VoIP calls and handle call control.

**'Ready to Use'** – shall be the day that Pen Telecom sends out the SIP credential details in an email to the technical contract specified on the service order.

**'SIP Service'** – shall be the name under which Pen Telecom provides its SIP voice products.

**'SIP'** – shall mean session internet protocol.

**'SIP Licence'** – shall mean the product under which Pen Telecom sells the ability to make SIP calls, the licence shall contain Channels and DDIs and be available at one per IP Address.

**'Spoofed'** – shall mean the ability to present a number that is not currently hosted on the Pen Telecom network.

**'VoIP'** – shall mean Voice over Internet Protocol.

**'Pen Telecom'** – shall mean Pen Telecom registered in England and Wales with company number 8201447.

#### Services Description

**1.2.** Services provided under the "SIP" heading include the following.

**'SIP Licence'** – shall mean the ability to make or receive SIP calls from a PBX or handset or softphone via an allocated headline number and any associated channels or DDIs assigned to that headline number.

**'Fax to Email'** – shall mean a service whereby a fax is sent from a fax machine to a specified number, the received fax will then be sent as a PDF to the customer's email address.

**'Number Porting'** – shall mean a service which enables customers to change their service provider whilst keeping their existing number.

**'International Numbers'** – shall mean any International number outside the UK.

**'SMS Alerts'** – shall mean the service whereby if the SIP trunk becomes "non-registered" an SMS alert will be sent to a mobile number of your choice.

**'SIP Service Features'** – shall mean any additional feature sold under SIP services, including but not limited to, call forwarding and directory entries.

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## 2. Service Commencement date

**2.1.** For any SIP service provided the Service Commencement Date shall be as follows:

'SIP Licence' – The date the services are first ready to use.

'Fax to Email' – The date Pen Telecom sends the technical contact an email confirming setup.

'International Numbers' - The date the services are first ready to use.

'Directory Entries' – shall be the date Pen Telecom is informed by BT that the service starts.

**2.2.** Pen Telecom estimates the following lead times for the SIP Services:

'SIP Trunk' – 2 Business Days. 'Fax to email' – 2 Business Days.

'Number Porting' – See Number Porting Letter of Authorisation.

'International Numbers' – 7 Business Days. 'SIP Service Features' – 2 Business Days.

## 3. Initial Term

**3.1.** Initial term for any SIP services will be a minimum of 12 months from the Service Commencement Date unless stated otherwise on the Service Order Form or Customer Requirement Form.

## 4. Service Use

**4.1.** For the avoidance of doubt, the Customer acknowledges that:

- (a) it has access to the internet unless this is provided by Pen Telecom through Services, Products, or Equipment.
- (b) It is responsible for all costs and expenses relating to reprogramming of any PBX or other routing / firewall device that is necessary for access to the Services that is not provided by Pen Telecom.

(c) For the avoidance of doubt, the Customer acknowledges that it has sole responsibility for all charges relating to the use of the Services regardless of whether such use is authorised, unauthorised, fraudulent, or otherwise.

**4.2.** Customers have a choice on how they would like their SIP trunks and numbers to be set up. The standard format is to identify the main number and "alias" any DDIs to it. This means that only a single trunk registration is required on the phone system, with inbound calls to all numbers being routed down this single registered account. This configuration is an efficient way of managing the inbound calls to your phone system.

**4.3.** In the event of a customer system/circuit failure customers will be able to apply a call divert to the trunk via the Pen Telecom portal, instantly rerouting all inbound calls to a backup telephone line or mobile of choice.

**4.4.** If customers wish to reroute inbound calls from specific DDIs then each number must be set up as a separate Headline number.

**4.5.** All DDIs will be set up as aliased to the first number in the range unless specified otherwise.

**4.6.** Non-Geographic Numbers can only be aliased to a geographic number.

**4.7.** New VoIP DDIs can be aliased to a "Spoofed" number.

**4.8.** In order to minimise the risk of any losses in the event that Pen Telecom is unable to provide the Services due to a technical problem in relation to the telecommunications network by which the Services are provided, the Customer must be aware of and follow the procedure for diverting calls - over an alternative network as will be notified to the Customer in writing from time to time.

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**4.9.** In relation to the use of SMS Alerts, the following conditions are relevant

- (a) A maximum of 20x SMS messages per month will be sent
- (b) Only one message per hour will be sent
- (c) Only one mobile number can be configured per Headline number.
- (d) Only one message will be sent per non-registration alert
- (e) Users can update the mobile number in the portal once the service has been activated
- (f) No charge will be incurred when changing the destination mobile number
- (g) Users will not be billed separately for the individual SMS messages
- (h) The service will be applied on the first Headline number by default should multiple Headline numbers be required
- (i) Customers will be required to add the mobile number via the Pen Telecom portal once the service has been activated.

**4.10.** In relation to geographic number porting the following are relevant

- (a) If you are porting a geographic DDI range, you have the option of retaining/porting/ ceasing the main billing number or retaining/ porting/ceasing associated numbers.
- (b) Pricing and lead times for Geographic Number Porting services are stated on the "Number Porting (geographic) Authorisation Letter which can be downloaded from the Pen Telecom portal
- (c) Customers may experience some downtime on the telephony service if "multiline" porting in from ISDN2 or ISDN30 services. This temporary loss of service is due to the manual UK porting process within BT Openreach and is beyond Pen Telecom's control
- (d) In relation to non-geographic number (NGN) porting the following conditions are relevant

- (e) Use the NGN porting letter for non- geographic numbers (e.g., 0845, 0800 etc). The NGN Porting Letter is for the Customer to authorise transfer of non-geographic numbers to Pen Telecoms network.
- (f) If already "service established" NGN numbers have a porting lead time of 15 working days. The 15 working days will commence from the following day after the order has been submitted up to 16:00 hours and this will be classed as day 0, please allow for this in your calculation
- (g) Although every attempt will be made to meet the stated CRD (Customer Required by Date) the eventual port date provided to us by the designated Range Holder may differ. Please also note Pen Telecom cannot be held responsible for not meeting this date due to unforeseen problems or third party delays of which you will be advised of during the course of your porting order.
- (h) Only numbers that are specified on the form with "porting" selected will be ported.
- (i) Once the numbers have ported, please check the inbound call logs on the Pen Telecom to ensure inbound call delivery is being provided.
- (j) Please check that your losing Service Provider has stopped billing you for your service on the numbers have ported.
- (k) All number porting letters of authorisation must be printed and signed on company letter headed paper. Scanned/faxed copies are accepted; we don't need the originals posted to us.

## 5. Obligations

### 5.1. The Customer shall:

- (a) ensure that all address details are up to date for each DDI as this is the information used by the Emergency services. The address details can be updated from the portal.
- (b) provide a mains supply to run the SIP services.
- (c) provide the equipment required to place all SIP services provided by Pen Telecom on.

**5.2.** Prior to being able to use 'spoofed' numbers the customer acknowledges that they must provide a copy of the phone bill for said number and the Customer must send Pen Telecom a letter on headed paper stating that they are authorised to use said number. Failure to do so will result in this feature being suspended and a potential fine added to the customer's account.

## 6. Terminating Services

**6.1.** All terminations must be in accordance with clause 13.3 of the MSA and the notice period will be as follows for each service type.

- (a) SIP Licences - thirty (30) days.
- (b) DDIs - thirty (30) days.
- (c) Channels - thirty (30) days.
- (d) Directory Entries - one (1) year expiring on an anniversary of the commencement date of the Directory Entries service provision.
- (e) Fax to Email - thirty (30) days.
- (f) International DDIs - thirty (30) days.

## 7. Charges

**7.1.** The SIP Licence fee is conditional on use of the SIP Licence for outbound calls. SIP licences that are only used for inbound calls are subject to a monthly charge defined in the relevant Price List for each concurrent channel used. This replaces the flat SIP Licence fee.

**7.2.** Additional DDIs are available in blocks of ten for an additional fee defined in the relevant Price List.

**7.3.** Memorable numbers are available at an additional charge defined in the relevant Price List.

**7.4.** International numbers are available. The service does not form part of the SIP Licence, instead the trunk is delivered with 2 channels included in the price. Further channels may be added for a charge as per the latest Price List. Memorable numbers are available for an additional fee defined in the relevant Price List.

**7.5.** Since reconfiguring SIP Licences after provision involves additional systems administration work, we do apply a one-off reconfiguration charge defined in the relevant Price List.

**7.6.** Additional DDIs or channels can be ordered by an email to Pen Telecom, this email order must come from the authorised email address on the customer account and by emailing Pen Telecom for additional services, the customer is accepting charges as per the relevant Price List.

**7.7.** Call charges will be invoiced in arrears and charged as per the relevant tariff structure in place at the time – the tariffs can be downloaded from the portal or are available on request. The customer must ensure they are up to date with their latest price list.



- 7.8.** If any fixed charge prices are to change Pen Telecom will email the customer with 30 days' notice.
- 7.9.** The Customer acknowledges that telecommunication tariffs from third party providers are not controlled by Pen Telecom and are subject to change without notice and any such changes are passed on to the Customer at Pen Telecom's discretion. The Customer may check tariffs at any time by visiting the appropriate page on the Portal or by requesting notification of the current tariffs from Pen Telecom.
- 7.10.** In the event that Pen Telecom fails to provide the Services and the Customer diverts traffic to another Service Provider, Pen Telecom shall not be responsible for any costs or expenses arising as a result of such diversion of traffic including, without limitation, such service provider's charges.
- 7.11.** Pen Telecom reserves the right to invoice the customer for any charges relating to Phone Book Entries. It is the Customer's responsibility to check at the point of porting numbers in that there are no unwanted Special Phone book entries applied to the number.
- 7.12.** Any amounts for any Phone Book Entries will be charged on for the full term applicable and any cancellation request notice period will mirror that of the notice period offered to Pen Telecom from BT. Directory Entries pricing is available upon request.
- 7.13.** If Pen Telecom agrees to give the customer a reduced per minute rate on certain destinations for a minimum quantity of monthly minutes to the relevant destination, then the following will be true
- (a) The discount rate shall not be honoured if the required minutes in the calendar month are not met
  - (b) The minutes shall be totalled from calls who's start time is on or after 00:00:00 on the 1st of the month and include calls who's finish time is before on 23:59:59 on the last day of the month
  - (c) Should the required quantity not be met then the customer will default back to the rate prior to the discount on the tariff they are on at the time.
  - (d) If more than one destination is offered for discount, then EITHER; The full agreement need to be met OR per destination need to be met.

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## Ethernet Service Schedule V1.1C

### 1. Definitions

- 1.1.** All terms defined in the MSA (defined below) shall have the same meaning in this Service Schedule except where the context may require otherwise

'Ethernet' – shall mean any fibre or copper circuit presented as an Ethernet presentation.

'ECCs' – shall mean Excess Construction Charges relating to the costs of installing the infrastructure required for the provision of Ethernet Services

'EFM' – shall mean Ethernet First Mile and shall mean the provision of a copper data circuit

'EAD' – shall mean Ethernet Access Direct and shall be a high speed Ethernet point to point data circuit that will connect a customer site to a customer site or a Company Node.

'Good Condition' – shall mean free from any damage.

'Handed over' – shall mean the date the Handover document is sent to the customer from the company.

'MSA' – shall refer to Pen Telecom's Master Service Agreement Terms and Conditions as at the date. Here of as published on the Portal.

'Order Acknowledgement' – shall mean the date when Pen Telecom sends the customer an order acknowledgement email to the technical and order contact as specified on the Service order form or Customer requirement form.

'Ready for use' – shall be 1 working day after the Customer Premise Equipment (CPE) is shipped by Pen Telecom or the day that the circuit is handed over by Pen Telecom if a CPE is not supplied or whichever is sooner.

'SSRAMS' – shall mean Site Specific Risk Assessment and Method Statement.

'Termination Location' – is the location that is advised to the survey engineer by the technical customer on site representative.

'Pen Telecom' – shall mean Pen Telecom registered in England and Wales with company number 7068598.

'VU Guard' – shall mean the name under which Pen Telecom sells its DDoS protection product.

### 2. Services Description

'Ethernet' – shall mean the provision of a fibre or copper or radio or optical data circuit or any mix of fibre, copper, radio and optical between two locations based on IEEE 802.3 standard.

'VU Guard' – shall mean a filtering service that can be switched on by a subscribed customer at any time from the customer portal in order to clean traffic and temporarily stop the effects of the DDoS attack until such time that the customer can speak with the upstream provider and stop the traffic.

### 3. Service Provision.

- 3.1.** Pen Telecom will notify the Customer of the ECCs as soon as reasonably practicable after the date of the Service Order Form.

- 3.2.** Any works carried out outside of business hours will incur an additional charge.

- 3.3.** On receipt of the notice referred to at clause 3.1, the Customer may within thirty days notify Pen Telecom that the ECCs are accepted, and it wishes to proceed with the Order insofar as it relates to the provision of Ethernet Services.

- 3.4.** If the Customer does not serve any notice under clause 3.3 within thirty days, unless the ECCs are waived as set out at clause 3.4 hereof, the Order insofar as it relates to the provision of Ethernet Services, shall be cancelled by Pen Telecom. Such cancellation will not affect any agreement between the parties to provide any other Services save where provision of those Services is dependent on the provision of Ethernet Services in which case they shall also be cancelled.

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- 3.5.** Pen Telecom may elect at any time, which includes for the avoidance of doubt before or after the Customer has served a notice pursuant to clause 3.3 hereof and / or before or after the expiry of the thirty-day period referred to above, in its absolute discretion, not to charge the ECCs to the Customer in which case the Order shall proceed and shall not be cancelled.
- 3.6.** Pricing and lead times are subject to site survey and may vary if there is insufficient bandwidth capacity at the premises or if additional work is necessary including but not limited to provision of new fibre, duct work, or building entry points. Any ECCs will be advised after completion of the site survey.
- 3.7.** If the site is unable to be accessed for any of the following reasons, then the Customer will pay charges calculated in accordance with Pen Telecom's Price List and Tariff:
- (a) The engineer is unable to access the site; or
  - (b) The site preparation has not been carried out in accordance with Health and Safety recommendations; or
  - (c) The engineer is unable to contact the specified technical contact; or
  - (d) the Customer fails to complete site preparation in accordance with all current legislation, including but not limited to health and safety and including the production of an asbestos register if required.
- 3.8.** In order for Pen Telecom to provide the customer with a service, the customer must ensure that
- (a) There are two 13-amp power sockets that are available within 1 metre of the termination location
  - (b) There is enough space for the equipment required for the service to be installed
- 3.9.** It should be noted that whilst Pen Telecom makes every effort to ensure that the Survey Engineer is supplied with all the details required to complete the order; the customer representatives should confirm the required location of the lines with the engineer upon arrival; failure to do this may result in the lines being installed in the wrong location which could result in further charges should the customer require these to be moved and further delays to the completion of the delivery.
- 3.10.** Should a Wayleave agreement be required the provisioning of the Ethernet service will be placed on hold until such time as the required Wayleave has been entered into.
- 3.11.** Any quoted lead times are subject to external factors and cannot be guaranteed by the Company.
- 3.12.** Any VU Guard Service added to any Ethernet Circuit must be added for the full duration of the initial term, should the service not be ordered when the circuit is ordered then the subscription pricing will not be available to the customer.
- 3.13.** If an Ethernet service that has a VU Guard service attached to it is upgraded, the VU Guard service will automatically be upgraded to match the upgraded Bandwidth and the customer understands by upgrading the Ethernet line they are accepting the upgraded VU Guard charges.
- 3.14.** When the customer suspects that a DDoS attack is affecting one of their IPs, they must contact Pen Telecom by raising a support ticket or calling the technical support team and Pen Telecom will then clean the unwanted traffic to remove the attack. Alternatively, if the customer has an active subscription, they can turn the service on from their customer portal area.



**3.15.** Once Pen Telecom begin cleaning traffic on an affected IP, the cleaning will take place for a period of 12 hours, after 12 hours has passed the cleaning will automatically be turned off; should an attack resume, the customer will be required to report this to Pen Telecom once more to begin the cleaning process again.

**3.16.** Customers can add a "One Off" VU Guard service at anytime but this will be charged at the fees listed in the price list under "One Off" and this does not form part of the subscription.

#### **4. Service Commencement Date**

**4.1.** Initial term shall commence on the service commencement date and that shall be on the day the service is ready for use.

**4.2.** The Customer acknowledges and accepts that lead times for Ethernet Services are dependent on third parties and lead times can often take a number of months or possibly years.

**4.3.** Without prejudice to the contents of clause 4.2 Pen Telecom estimates the following lead times for the Ethernet Services:

- (a) 30 Business Days if fibre/equipment is present.
- (b) 45 Business Days if a small amount of work is required.
- (c) 60 Business Days if there is a moderate amount of fibre works required.
- (d) 90 plus Business Days if bespoke work is required.

#### **5. Initial Term**

**5.1.** The Initial term for all Ethernet Services shall be as set out in the Service Order form and run from the service Commencement Date or, where no term is specified, the Initial Term will be 36 months from the Service Commencement Date.

#### **6. Service Use**

**6.1.** The managed termination router must be connected to the service by the Customer within 48 hours of receipt and any early life failures reported as soon as practicable by the Customer. If the Customer fails to connect the managed termination router and/or report any faults within 48 hours of delivery of the managed router, the Ethernet service will be deemed to be working in accordance with the terms of the Order.

**6.2.** Any supplementary services, such as any backup/failover circuits will be installed and tested by Pen Telecom after the primary circuit has been handed over by the Company.

**6.3.** It is the customer's responsibility to ensure that any secondary backup/failover circuit ordered has the required bandwidth and capacity to act as a secondary to the primary circuit.

#### **7. Terminating Services**

**7.1.** All terminations must be in accordance with clause 13.3 of the MSA and the notice period will be as follows for each service type.

7.1.1 Ethernet - ninety (90) days.

**7.2.** Upon termination of an Ethernet service, the Company shall charge the Customer for any equipment still on the Customer site provided by the Company for said service at the current Company sale price for that item. Once the item has been returned to the Company in a good condition then the funds shall be returned to the Customer. It is the Customer's responsibility to ensure that the items are packed sufficiently for shipping. Should the items arrive damaged, and Pen Telecom deems the packaging not sufficient for shipping, the Customer will be charged the full amount in the price list for said equipment.

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## 8. Service Level Agreement

### 8.1. Fault Reporting

Customers must report any faults in accordance with Section 2 – Reporting a fault in the Wideband Provisioning completion document.

Upon successful submission of a fault ticket the Company will assign a specific priority which is done so at the Company's discretion and can be subject to change based on new information received.

Severity Level	Fault Description
Priority 1 (Total Outage)	For incidents where the issue has existed for five minutes or more before incident logging and is limited to the following: - <ul style="list-style-type: none"> <li>• Total loss of an Ethernet Service (which is defined as no transmission of signals in one or both directions); or</li> <li>• Available throughput &lt; 10% or predicted Service Bandwidth; or Latency is &gt; 100ms; or</li> <li>• Packet loss is greater than 5%</li> </ul>
Priority 2 (Severe Intermittence)	Intermittent connectivity of a single site that has high degree of Ethernet impact – where the intermittence can be demonstrated repeatedly within an hour interval
Priority 3 (Degradation)	Intermittent connectivity of a single site that has low Ethernet impact – where the intermittence cannot be demonstrated repeatedly within an hour interval
Priority 4 (Query)	Bandwidth throughput or other material quality of Ethernet service issues End user application performance issues across a particular Ethernet service

## 9. Resolution Target Time

The severity level of the fault will have an impact on the resolution target time in hours as defined below. Where the fault is caused by a fibre break the target repair time is 18 hours.

Severity Level	Hours for Fibre	Hours for Copper
Priority 1	4	5
Priority 2	12	12
Priority 3	24	24
Priority 4	48	48

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## 10. Target Time

Time is measured in terms of clocked hours as defined below

**Start time** – Pen Telecom acknowledgement of

the fault ticket: acknowledgement defined as a direct response from a support engineer; automated emails are not considered acknowledgement.

**Stop time** – Service is restored.

**Parked time** – Parked time will be deducted from the

total clocked hours.

Clocked time is related strictly to the period of hours whereby Pen Telecom are wholly responsible. Parked time is where progression is outside of the control of Pen Telecom and includes where:

- Required information is missing from the ticket submission without which the service cannot be investigated properly and subsequently repaired
- Pen Telecom are waiting for an action to be completed by the Customer or Dealer
- Pen Telecom are waiting for a response from the customer or dealer
- Site visit is confirmed outside of the resolution window at the customer's or dealer's request
- Unable to access site at an agreed time for a visit appointment
- Incident is marked as rectified
- If site does not have 24-hour access for a visit, then parked time commences when a visit appointment is agreed with the end user and ends when the visit appointment commences
- Dispatching and shipping replacement managed router

## 11. Service Credits

Service credits will only be offered on incidents which are categorised by Pen Telecom as Priority 1. Credits will be provided in line with the table below.

Hours past resolution target time	Service credit as a percentage of one month's rental applicable to the affected circuit
Up to 2 hours	6%
2 - 3 hours	12%
3- 4 hours	18%
4- 6 hours	24%
More than 6 hours	30%

## 12. What is not covered

The resolution target time and service credits stated in this document shall not be applicable in the following circumstances.

- Customer or Dealer requests a test on the Ethernet services and no failure is detected or reported.
- The fault is due to the Customer's own network or equipment.
- The fault is due to a managed router failure at the customer site.
- The customer is in breach of any part of the agreement that affects the Pen Telecom ability to comply with this service level agreement
- Failure is due to Force Majeure
- Failure is due to planned or emergency services interruption
- Failure is due to incorrect information being submitted on the customer order
- The fault is not reported in the correct manner required by Pen Telecom and/or incorrect information is provided in the fault ticket.

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## Wholesale Line Rental Service Schedule

### 1. Definitions

- 1.1.** All terms defined in the MSA (defined below) shall have the same meaning in this Service Schedule except where the context may require otherwise.

'DDI' – shall mean Direct Dial Inward Number.

'PSTN' – shall mean public switched telephone network.

'ISDN2' – shall mean Integrated Services digital network and starts from 2 channels (lines).

'ISDN30' – shall mean Integrated Services digital network and provide 8 – 30 independent channels (lines).

'MSA' – shall refer to Pen Telecom's Master Service Agreement Terms and Conditions as at the date hereof as published on the Portal.

'Ready for use' – shall mean the day the Order Complete email is sent to the customer from Pen Telecom.

'Pen Telecom' – shall mean Pen Telecom registered in England and Wales with company number 7068598.

### 2. Service Description

- 2.1.** Services sold under Wholesale line rental include but are not limited to, PSTN, ISDN2, ISDN30 and any relevant call features applicable to them.

### 3. Service Commencement

- 3.1.** The Engineer may reuse an existing socket and line routing to fulfil your order; if this occurs your appointment will be cancelled, and no engineer will attend site. If you want to force an engineer to attend site, then you are required to tick the box on the order form (upto 2 hours of Time Related Charges may apply in addition to the activation fee):

- 3.2.** Unless due to an Engineer error, missed installation appointments incur a missed appointment charge calculated in accordance with Pen Telecom's Price List and Tariffs.

- 3.3.** Pen Telecom estimates the following lead times for the Wholesale Line Rental Services:

- (a) PSTN – 20 Business Days
- (b) ISDN2 – 20 Business Days
- (c) ISDN30 – 30 Business Days
- (d) WLR Features – please discuss with Pen Telecom representative

### 4. Service Commencement Date

- 4.1.** For any Wholesale Line Rental service shall be as follows

- (a) the date that the Wholesale Line Rental Services are ready for use.

### 5. Initial Term

- 5.1.** Initial term for any Wholesale Line Rental services will be a minimum of 18 months from the Service Commencement Date unless stated otherwise on the Service Order Form.

### 6. Service Use

- 6.1.** Each ISDN2 supports 2 channels on one physical line.
- 6.2.** Each ISDN30 supports up to 30 channels but a minimum of 8 are required.
- 6.3.** The CLI display feature will present the caller numbers if the Calling Line Identity is not withheld.
- 6.4.** DDI numbers are only available for ISDN30 and multiple ISDN2s.

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**6.5.** DDI Planning incurs a onetime charge – the charge is available in the Wholesale Line Rental Price List.

**6.6.** DDI is not available at all exchanges.

**6.7.** Direct Dialling In (DDI) allows end-customers to control their own numbering and receipt of calls. A group of Digital channels can have up to 5 DDI number ranges allocated on the same installation. Each DDI number range would provide a continuous sequence of a minimum 10 DDI numbers.

**6.8.** Digit to Switch allows end Customer to programme CPE with part or all of their Directory number, so incoming calls can be routed to the correct piece of terminal equipment. The default is 6 digits, and the maximum is 11.

## **7. Obligations**

**7.1.** The Customer must:

- (a) provide the correct installation address on the Service Order Form and accepts that failure to do so will give rise to charges in accordance with Pen Telecom's Price List and Tariffs; and
- (b) The Customer is responsible for ensuring that they are ordering the correct product that meets their requirements.

## **8. Terminating Services**

**8.1.** All terminations must be in accordance with clause 13.3 of the MSA and the notice period will be as follows for each service type.

- (a) Wholesale Line Rental - thirty (30) days.

## **9. Service Level Agreement**

**9.1.** Service Maintenance levels will depend on the maintenance level that is assigned to the Line

- (a) Service Level 2
  - (i). Faults cleared by end of next working day, Monday to Saturday, excluding Public and Bank Holidays.
- (b) Service Level 3
  - (i). Faults cleared the same working day if reported before 1 pm, Monday to Sunday, including Public and Bank Holidays.
- (c) Service Level 4
  - (i). Faults fixed within 6 hours, 24/7.

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## Broadband Service Schedule

### 1. Definitions

**1.1.** All terms defined in the MSA (defined below) shall have the same meaning in this Service Schedule except where the context may require otherwise.

'ADSL' – shall mean Asymmetric digital subscriber line. 'FTTC' – shall mean Fibre to the cabinet.

'FTTP' – shall mean Fibre to the Premises.

'Customer Required by Date' or 'CRD' – shall mean the date the Customer specified on the Service Order Form.

'Landline' – shall mean Openreach originated PSTN Service.

'MSA' – shall refer to Pen Telecom's Master Service Agreement Terms and Conditions as at the date hereof as published on the Portal.

'Order Acknowledgement' – shall mean the date that Pen Telecom receives a complete valid order from the customer.

'Wires only' – shall mean that no termination equipment will be provided to the customer.

'Ready for use' – shall mean the day the handover document is sent from Pen Telecom or the day the service is installed.

'Pen Telecom' – shall mean Pen Telecom registered in England and Wales with company number 7068598.

### 2. Services Description

'ADSL' – shall mean the name under which the Customer receives their internet service in the United Kingdom that is delivered over a BT compatible telephone line using traditional copper wiring.

'Maintenance Options'

'FTTC' – shall be the name under which the Customer receives their internet service whereby it is delivered using a fibre optic connection. The connection shall be Fibre from the telephone exchange to the nearest cabinet and a copper cable connection from the cabinet to your home.

'FTTP' – shall be the name under which the Customer receives their internet service whereby it is delivered using a fibre optic connection. The connection shall be Fibre from the telephone exchange to the nearest cabinet and a Fibre connection from the cabinet to your home.

### 3. Service Commencement date

'ADSL' – shall be the date that the service is ready for use.

'FTTC' – shall be the date that the service is ready for use.

'FTTP' – shall be the date that the service is ready for use.

Pen Telecom estimates the following lead times for the Broadband Services:

- (a) ADSL – 10 Business Days
- (b) FTTC – 14 Business Days
- (c) FTTP – Depends on availability

### 4. Initial Term

**4.1.** 18 months unless stated otherwise on the Service Order Form.

### 5. Service Provision

**5.1.** The estimated lead time for ADSL installed on an existing line is 5 to 7 working days. Lead times for simultaneous provides are subject to BT survey and can exceed 10 working days and therefore Customer Required by Date cannot be guaranteed.

**5.2.** Openreach may reuse an existing socket and line routing to fulfil your order; if this occurs your appointment will be cancelled and no engineer will attend site, therefore by selecting "Forced Provision" you are accepting Time related charges for an Engineer Visit calculated in accordance with Pen Telecom Price List and Tariff.

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## 6. Service Use / The service

- 6.1.** In order to use the service, the customer must ensure
- they have an operational landline service at the location
  - the landline service at the location has a fixed site address
  - that security systems are installed on the line and notify Pen Telecom accordingly.
- 6.2.** Any Broadband service provided by Pen Telecom will require installation by the Customer of the broadband equipment (required to make the service work) as the service provided by Pen Telecom is wires only.
- 6.3.** Line speeds are subject to variation based on but not limited to the following factors
- Quality of any wiring in your property that the services are connected to
  - Processing capability of the equipment that is using the service
  - Method of connection from the router to your equipment accessing the service
  - Time of day
  - Current processes or programmes running on your equipment
  - The website being accessed
- 6.4.** All speeds quoted should be treated as maximum possible speeds and actual speeds may be less.
- 6.5.** Some services such as ISDN, BT Highway, PBX lines, RedCare, Multiline, Pulse Metering Facilities or a Coinbox operate cannot be provided on the same line as an ADSL Service.

**6.6.** The VoIP ADSL services include the QoS tagging of all voice calls across the VoIP core ADSL network. Data ADSL circuits do not have this QoS tagging applied and should customers choose to run SIP trunk services over these connections, Pen Telecom cannot guarantee sustained voice quality.

**6.7.** The customer accepts that there may be a temporary loss of telephone service during the provisioning and installation of the broadband service.

**6.8.** For secure voice services the customer ACL (access control list) must be entered via portal (<http://www.pen-telecom.co.uk>) before circuits can be activated.

## 7. Maintenance Classes

### 7.1. Broadband Maintenance Class 5

- The default service level for ADSL and FTTC services. Reporting of faults will operate 24 hours a day, seven days a week. The Company will acknowledge the receipt of the fault when a ticket is raised by a customer and subsequently BT will endeavour to clear the fault within 40 clock hours of acknowledgement, excluding parked time. If a site visit is required, this will be done in Normal working hours.

### 7.2. Broadband Maintenance Class 4

- Customers may order Maintenance class 4 for their ADSL or FTTC service. Reporting of faults will operate 24 hours a day, seven days a week. The Company will acknowledge the receipt of the fault when a ticket is raised by a customer and subsequently BT will endeavour to clear the fault within 20 clock hours of acknowledgement, excluding parked time. If a site visit is required, this will be done in Normal working hours.



## **8. Terminating Services**

**8.1.** All terminations must be in accordance with clause 13.3 of the MSA and the notice period will be as follows for each service type.

- (a) FTTC - thirty (30) days
- (b) ADSL - thirty (30) days

**8.2.** If notice is served under clause 8.1 the Customer shall pay Pen Telecom a termination charge of £35.00 (thirty five pounds) immediately. Or such higher charge as may be set out on Pen Telecom's Price Lists and Tariffs.

## **9. Charges**

**9.1.** Abortive Visits will be charged at the rate specified in Pen Telecom's Price Lists and Tariffs to the Customer if a visit is aborted due to any omission of the Customer including but not limited to the following circumstances

- (a) An incorrect address has been provided by the Customer
- (b) An Engineer arrives at the Customer site but is unable to gain access
- (c) An Engineer arrives at the Customer site but is refused access
- (d) An Engineer arrives on site and finds that the location and/or environment is not suitable for installation
- (e) An amendment request for a visit is advised by the customer less than 48 hours prior to the agreed visit time

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## Pen Telecom Hosted Voice Service Schedule - V1.2C

This Annex must be read in conjunction with the Master Services Agreement

Pen Telecom is required by Ofcom to communicate the following advisory statements to all telecommunications service customers:

- (a) If the broadband connection that a Pen Telecom service depends on fails, the voice service will also fail.
- (b) If there is a power cut or failure in the connected telephone system, any associated broadband connection and voice service may also fail
- (c) Broadband connection and power supply failures are caused by reasons outside the control of Pen Telecom

If the broadband connection that a Pen Telecom service depends on fails for any reason, the service cannot be used to make calls to the emergency services numbers 999 and 112.

### 1. Definitions

**1.1.** All terms defined in the MSA (defined below) shall have the same meaning in this Service Schedule except where the context may require otherwise

'DDI' or 'DID' – shall mean a Direct Inward Dial number.

'CLI' – shall mean Caller Line Identity.

'Flexible CLI presentation' shall mean the ability to present a number that is not currently hosted on the Pen Telecom network.

'Mobile App' shall mean the soft phone application provided by Pen Telecom for use of the Hosted Voice solution'.

'MSA' shall refer to Pen Telecom's Master Service Agreement Terms and Conditions as at the date hereof as published on the Portal.

'Hosted Voice solution' shall mean the brand under which Pen Telecom sells its Hosted Communication Platform.

'VoIP' – shall mean Voice over Internet Protocol.

'Hosted Voice VoIP features' shall mean the list of features supported by the Hosted Voice solution.

'QoS' shall mean Quality of Service.

'Pen Telecom' shall mean Pen Telecom registered in England and Wales with company number 7068598.

### 2. Services Description

**2.1.** Services provided under the "Hosted Voice solution" heading include the following

**2.2.** Licence Fee - The per seat cost whereby each seat will be defined as a user or extension on Hosted Voice.

**2.3.** Fax to Email – the service whereby a fax is sent from a fax machine to a specified number, the received fax will then be sent as a PDF to the customers' email address

**2.4.** Number Porting – the service which enables customers to change their service provider whilst keeping their existing telephone number. Customers understand that there may be restrictions to this service outside of Pen Telecom's control.

**2.5.** International Numbers – shall mean any International telephone number

**2.6.** Call Recording – shall be an optional feature that can be enabled by the customer upon request and will be chargeable – charges will be available from Pen Telecom upon request

**2.7.** Handsets – shall be the phones provided by Pen Telecom to the customer for the use of the Hosted Voice Solution.

**2.8.** Hosted Voice solution features - shall be any additional features added on top of the Hosted Voice solution

**2.9.** Call Termination - the service which allows the customer to make VoIP calls which will be chargeable as per the relevant call tariff.

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### **3. Service Commencement date**

- 3.1.** For any Hosted Voice solution provided and installed through Pen Telecom shall be the date the services are installed by Pen Telecom.
- 3.2.** For any Hosted Voice solution provided by Pen Telecom and installed by a third party shall be within 5 working days after the handsets are shipped by Pen Telecom.

### **4. Initial Term**

- 4.1.** Initial term for any Hosted Voice solution will be 12 months from the Service Commencement Date unless stated otherwise on the Service Order Form.

### **5. Service Provision**

- 5.1.** Customers have a choice on how they would like their Hosted Voice solution configured however the customer is responsible for completing the technical aspect form; the Hosted Voice solution will be configured according to the submitted technical aspect form and any deviation from this form required to be completed by Pen Telecom will be subject to a reconfiguration fee in the sum set out on Pen Telecom's Price Lists and Tariffs.
- 5.2.** Any Handsets will not be ordered for delivery until a signed valid service order form and a technical aspect form have been received and approved by Pen Telecom.

### **6. Installation**

- 6.1.** When the Hosted Voice solution is supplied and installed by Pen Telecom, on the day of the installation the customer must
- (a) Ensure that the representative administrator for the customer is present to attend a training session that will take place at the end of the installation
- (b) Ensure that the site is prepared for the installation

**6.2.** If a representative administrator is not available to attend the training on the day of the install, then Pen Telecom shall charge the customer £350 to re-schedule another training session in addition to any travel expenses incurred.

**6.3.** Should the site not be prepared for install Pen Telecom shall charge the customer £350 plus any travel expenses incurred on that day.

**6.4.** When the Hosted Voice solution is supplied by Pen Telecom but installed by a 3rd Party the customer must ensure that the 3rd party is an authorised Channel Partner of Pen Telecom.

### **7. Service Use**

**7.1.** For the avoidance of doubt, the Customer acknowledges that:

- (a) they have access to the internet unless this is provided by Pen Telecom through Services, Products, or Equipment.
- (b) if access to the internet is not provided by Pen Telecom, then the available bandwidth must be sufficient to run the concurrent calls and any additional Hosted Voice solution features for the services provided and that the customer acknowledges that failure to ensure this can result in a poor service.
- (c) if access to the internet is not provided by Pen Telecom, then the line over which the service runs must have QoS enabled.
- (d) They are responsible for all costs and expenses relating to reprogramming of any routing/firewall device that is necessary for access to the Services and is not provided by Pen Telecom.

**7.2.** In the event of a local circuit failure customers will be able to apply a call divert to the affected solution via the Hosted Voice solution portal, instantly rerouting all inbound calls to any other active phone numbers.

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- 7.3.** If the customer amends or creates any passwords throughout the system, they are required to ensure the passwords are secure; a secure password is defined as being at least 8 characters in length and consisting of alpha numeric characters, symbols and containing at least one capital letter.
- 7.4.** Any equipment, not including Goods sold to the customer, provided by Pen Telecom for the use of the service shall remain the property of Pen Telecom and upon cancellation must be returned to Pen Telecom.
- 7.5.** Prior to being able to use flexible CLI presentation the customer acknowledges that they must ensure that they download and submit a signed authorisation form which will be available on the Hosted Voice VoIP solution portal. Failure to do so will result in this feature being suspended and a potential fine added to the customer's account.
- 7.6.** Hosted Voice solution Features are subject to change and Pen Telecom may require the ability to carry out updates on the software for the features.
- 7.7.** If Equipment provided by Pen Telecom is ascertained to be faulty by the Pen Telecom technical team, then a replacement piece of equipment will be shipped out next day delivery if the fault is confirmed by 2pm. Should the fault be reported after 2pm then the equipment will be sent the following day.
- 7.8.** Pen Telecom will arrange to collect the faulty equipment – it is the responsibility of the customer to ensure said equipment is packaged effectively so as to avoid any in transit damage.
- 7.9.** If the equipment is not packaged sufficiently for transit and the equipment is subsequently damaged in transit, the full cost of the equipment will be charged to the customer's account and payable immediately by the Customer.

- 7.10.** If once the equipment is returned to Pen Telecom it is discovered through investigation that the equipment did in fact fail due to customer damage or negligence, then the full cost of the equipment will be charged to the customer account along with the shipping charges incurred to replace the equipment such costs to be paid immediately.
- 7.11.** The quality of service received whilst using the Mobile app will be dependent on the internet access and speed the User has at the time and the Customer understands that not having sufficient bandwidth will result in poor service.

## **8. Obligations**

- 8.1.** The customer will take all reasonable steps to ensure that their systems are secure, including but not limited to ensuring;
- (a) its networks are adequately protected from being accessed by unauthorised third parties, whether by the installation of an appropriate firewall or otherwise.
  - (b) any hardware installed by or on behalf of the customer is installed in such a manner that it was secure from access by unauthorised third parties.
- 8.2.** It is the responsibility of the customer to ensure that all address details are up to date for each DDI as this is the information used by the Emergency services. The address details can be updated from the portal.
- (a) The Company will allow the "Trade In" of pre-owned handsets by the customer subject to the following
  - (b) The handsets will need to be inspected and the subsequently the trade in approved by Pen Telecom.
  - (c) Should the handsets not meet Trade In criteria the Customer will cover the costs to return the handsets to the Customer.
  - (d) The Customer will cover any shipping costs to send the Handsets to Pen Telecom for Pre-approval.





- (e) It is the responsibility of the Customer to ensure that in transit handsets are insured and Pen Telecom accepts no responsibility for any In Transit damage.
- (f) Upon Approval of the sent in Handsets, the received Handsets will either be reconfigured for the Customer at a per handset charge or alternatively Pen Telecom will ship refurbished configured units to the Customer for use with the Hosted Voice solution.
- (g) If Refurbished units are sent to the Customer in place of the units the Customer sent in, said handsets will remain property of Pen Telecom Ltd.
- (h) The Customer must nominate a representative administrator who will be the technical point of contact for the system and will attend training.

## **9. Terminating Services**

- 9.1.** All terminations must be in accordance with clause 13.3 of the MSA and the notice period will be as follows for each service type.
  - (a) Hosted Voice solution thirty (30) days in writing.

## **10. Call Recording**

- 10.1.** A call recording service is provided as part of Hosted Voice solution and by using this service the customer undertakes that it is abiding by the following legislation linked to call recording in the United Kingdom.
  - (a) Regulation of Investigatory Powers Act 2000 ("RIPA") [13]
  - (b) Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 ("LBPR Regulations") [14]
  - (c) Data Protection Act 1998
  - (d) Telecommunications (Data Protection and Privacy) Regulations 1999 [15]
  - (e) Human Rights Act 1998
- 10.2.** The customer acknowledges that the call recording service is not PCI compliant.

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