# ERICSSON-LG CLOUD HOSTED SERVICE SCHEDULE

## PARTICULARS

| | | | | |
|---|---|---|---|---|
| **Reseller** | **Resellers Name** | {{!mergecompany }} | | |
| | **Registered Number** | {{!margecoreg}} | | |
| | **Address** | {{!address }} | | |
| | | {{!address1 }} | | |
| | | {{!address2 }} | Postcode | {{!postcode }} |
| | **Phone** | {{!phone }} | | |
| | **Reseller Reference** | {{!accountnumber }} | | |

| | | |
|---|---|---|
| **Reseller's Representative** | **Name** | {{!fullname }} |
| | **Title/Position** | {{!title }} |
| | **Phone** | {{!phone1 }} |
| | **Email** | {{!email }} |

| | | |
|---|---|---|
| **Nimans' Representative** | **Name** | Tom Maxwell |
| | **Title/Position** | Head of Dealer Sales |
| | **Phone** | 0161 925 1482 |
| | **Email** | Tom.maxwell@nimans.net |

| | | |
|---|---|---|
| **Service Schedule Details** | **Master Reseller Agreement Number** | {{MRAaccno }} |
| | **Commencement Date of Master Reseller Agreement** | {{MRAsigned }} |

| | | |
|---|---|---|
| **Appointment Particulars** | **Initial Service Period** | XX months |
| | **Territory** | UK |

- **Nimans Limited ("Nimans")** is a company registered in England and Wales (company number 01876587) with its registered office at Agecroft Road, Pendlebury, Swinton, Manchester M27 8SB.
- This Service Schedule is subject to the Appointment and Terms of Resale agreed between the Reseller and Nimans dated as set out in these Service Schedule Particulars and incorporates the terms of the Appointment and Terms of Resale.
- The Reseller as set out above hereby agrees to be bound by the terms of these Service Schedule Particulars, the Service Schedule Terms and all other documents referred to within.
- By executing this Service Schedule the Reseller agrees and accepts that it has read and fully understood this Service Schedule and all other documents referred to within.

| **Accepted for and on behalf of the Reseller** | **Accepted for and on behalf of Nimans** |
|---|---|
| **{{_es_:signer1:signatureblock}}** | **{{_es_:signer2:signatureblock}}** |

# Ericsson-LG Cloud Hosted Service Schedule Terms

1. **Structure of this Service Schedule**

1.1 This Service Schedule relates to the provision of the described IP telephony services by Nimans to the Reseller for resale to its Customers in the Territory and not to any other services provided under any other Service Schedule under the Master Reseller Agreement.

1.2 This Service Schedule is subject to the terms of the Appointment, the Terms of Resale and the Order. In the event that there is any conflict, inconsistency or ambiguity between an Order, this Service Schedule, the Appointment or the Terms of Resale, the following order of interpretation shall prevail:

(a) the Order; then

(b) the terms of this Service Schedule; then

(c) the Appointment; then

(d) the Terms of Resale.

2. **Term of this Service Schedule**

This Service Schedule will take effect and be binding on the Reseller from the Effective Date. This Service Schedule shall continue for the Initial Service Period and shall thereafter automatically continue until terminated in accordance with the Terms of Resale or this Service Schedule.

3. **Provision of the Services**

**Overview**

3.1 From the date when an Order relating to such service is first Approved, Nimans shall:

(a) use reasonable endeavours to provide the Reseller with the Services in accordance with this Service Schedule and the Documentation for 24 hours per day on each day of the year (subject to any restrictions contained within this Service Schedule); and

(b) grant the Reseller a non-exclusive, non-transferable right for those Customers which are the subject of Orders to access the Services for the sole purpose of enabling the Reseller to resell the Services to Customers in the Territory.

3.2 Nimans shall at all times be free to enter into contracts relating to the Services with such other third parties as it sees fit and, where the Reseller is to resell the Services, the Reseller acknowledges that it is not Nimans' exclusive reseller of the Services.

**Order Process**

3.3 The Reseller acknowledges that one License is required for each Seat or, where relevant, specific, defined, feature requirements. Additional Licenses and optional Features and other optional services may be activated by the Reseller in respect of an individual Customer and, all other amendments to the Services and new Orders in connection with them, must be requested by the Reseller in accordance with this Service Schedule.

3.4 The Reseller may submit Orders and Order Variations with effect from the Effective Date in accordance with the procedures set out during the onboarding process. The Reseller will be supplied a Reseller Services Guide or may contact Nimans' solutions sales team for more details.

3.5 Nimans will aim to advise the Reseller whether or not it accepts any Order within five (5) Working Days of receipt of the Order, and will, where any such Order is accepted, advise an estimated Activation Date to the Reseller.

3.6 Orders and Order Variations shall be binding on both Parties only on acceptance by Nimans in accordance with this Service Schedule. Acceptance of any Order or Order Variation by Nimans shall occur upon Nimans notifying the Reseller that such Order / Order Variation is accepted or, if earlier, by Nimans taking steps to perform such Order / Order Variation. Nimans shall be entitled to refuse any order for the Services at its sole discretion.

3.7 Nimans will set-up each Order and Order Variation in accordance with such standard policies, practices and timescales (including those of any Supplier) notified to the Reseller from time to time, and any particular requirement specifically agreed by Nimans as set out in the Order or Order Variation. Nimans shall use its reasonable endeavours to activate the Services to be provided pursuant to any Order or Order Variation, including any (additional) Licenses or Features ordered by the Reseller, by the estimated Activation Date it gives the Reseller. However, any dates are estimates only.

3.8 An Order may be cancelled by the Reseller prior to the Activation Date by notice in writing to Nimans, provided that an Order for Products may not be cancelled by the Reseller except with the prior written consent of Nimans (such consent not to be unreasonably withheld or delayed). Termination of the relevant Order will take effect in accordance with paragraph 10 but may be subject to the payment of a cancellation charge as follows:

(a) If a Licence is cancelled prior to the expiry of the Minimum Term, a cancellation charge of 100% of the remaining Charges plus a £50 administration fee will be payable by the Reseller.

**Number Sub-allocation**

3.9 Each party shall use Numbers in accordance with the National Plan. Nimans shall have the right to reallocate Numbers allocated to the Reseller or Customer pursuant to an Order for the Services if

those Numbers are not used for a period of six (6) consecutive weeks.

3.10 Nimans may at its discretion sub-allocate to the Reseller geographic and non-geographic number ranges in accordance with the Reseller Services Guide.

3.11 The Reseller may not, in any single Order, request Nimans to sub-allocate more than one hundred (100) consecutive numbers.

3.12 A sub-allocated number is provided to the Reseller for a period of six (6) months. If the number is not used within this time (i.e. it is allocated to a Customer), the number shall be returned to the Services sub-allocation pool where it will be held for a period of three (3) months before being made available for sub-allocation again. This process is necessary to help Nimans ensure that:

(a) there is efficient use of sub-allocated numbers;

(b) the Reseller does not purchase numbers without using them; and

(c) it complies with Ofcom requirements to use numbers correctly following allocation.

3.13 Nimans may revoke any sub-allocation of a number range on reasonable notice where the Reseller is not, in Nimans' reasonable opinion, actively making use of such numbers.

3.14 The Reseller must provide Nimans with such information regarding the utilisation of sub-allocated numbers as reasonably requested by Nimans in writing from time to time.

**Number Portability**

3.15 The Reseller agrees that Nimans will manage the porting of all numbers to be used in connection with the Services in compliance with all Applicable Law and:

(a) the Reseller must comply with all Applicable Law regarding porting. For the avoidance of doubt, Nimans will not port a telephone number where the Reseller has not complied with this paragraph 3.15;

(b) if a Customer or another Communications Provider requests that a number be imported or exported the Reseller shall comply with all reasonable requests to facilitate such porting; and

(c) the Reseller acknowledges that there may be some restrictions to Number Portability as set out in the Reseller Services Guide.

**Service Management**

3.16 The Reseller acknowledges that some technical limitations with the Services may not become apparent until after the Services have been installed and been operating for a period of time. In these circumstances, Nimans may acting reasonably withdraw or replace elements of the Services without penalty provided that this shall not materially adversely affect the quality or performance of the Services, and Nimans shall give to the Reseller as much notice as is reasonably practicable of any such proposed withdrawal or replacement.

3.17 The Reseller accepts that abnormally high levels of Calls conveyed using the Services may result in the instigation of network management control measures/limitations. Nimans expects the Reseller's and its Customers' Call levels conveyed using the Services to be within normal levels. Nimans shall notify the Reseller as soon as reasonably practicable of the proposed instigation or imposition of any network management control measures/limitations.

3.18 Nimans may:

(a) change codes or numbers allocated to the Services in order to meet the national numbering requirements of an Authority and Nimans shall provide notice of any such changes as soon as reasonably practical;

(b) at the Reseller's written request implement call barring to certain international destinations or impose credit limits in respect of any individual Customer account. The Reseller will be required to confirm in writing any request to lift any such bar, and Nimans reserves the right to refuse any such request;

(c) give the Reseller instructions which it believes are necessary for reasons of health, safety, an Emergency, compliance with Applicable Law, the quality or maintenance of the Services or the quality of any other telecommunications or network services provided by Nimans or a Supplier to the Reseller or any other customer of Nimans and it is the Reseller's responsibility to ensure such instructions are communicated to its Customers and adhered to at all times;

(d) from time to time for the purpose of protecting the Services, monitor the profile of Calls made and received using the Services for potential fraudulent or bad faith use and may in the event of such Calls significantly affecting the Services take reasonable steps to prevent such use. For the avoidance of doubt neither Nimans nor its Suppliers will monitor the Customer Services;

(e) take action to protect the Services if a Reseller or Customer is using the Services in a manner that is damaging to the Services. Nimans or its Supplier may, for this purpose, take actions to block or restrict any equipment (including Service Equipment and Customer Premises Equipment) from accessing the Services.

Nimans will inform the Reseller of any action taken pursuant to this paragraph 3.18(e) as soon as reasonably practicable and provided it is aware of the action taken.

(f) change the technical specification of the Services (provided such changes do not materially affect the performance of the Services) where reasonably necessary for operational reasons, statutory or regulatory requirements;

(g) make reasonable alterations to any of the Services (including without limitation conversions, shifts, reconfigurations and renumbers). Such alterations may result in disruption to the Services although Nimans will use reasonable endeavours to minimise any disruption to the Reseller, and where practicable, Nimans will give the Reseller as much notice as possible;

(h) change the conditions or service levels relating to the Services in order to reflect contractual changes imposed upon Nimans by its Supplier or any decision, request by or change in the regulatory regime by the relevant regulatory authorities and (where reasonably practicable) Nimans shall use reasonable endeavours where reasonably practicable to give at least thirty (30) days' written notice to the Reseller before the change takes effect;

(i) on one (1) week's written notice to the Reseller, be entitled to delete CLIs which have not been activated for use on a Service in the previous six (6) months;

(j) record any or all calls to Nimans or the Supplier's support or service centres in order to monitor the quality of support or service provided or for training purposes;

**Forecasting**

3.19 Nimans may request that the Reseller submits a forecast of its requirements for the Services.

3.20 Where a Reseller does not provide a forecast to Nimans as to its monthly volume of Orders, Nimans will not be able to build this into its monthly forecast to the Supplier as to its order requirements and therefore may not be able to fulfil Orders placed by a Reseller for the Services.

3.21 Even where no forecast is requested under paragraph 3.19, the Reseller must notify Nimans if the Reseller forecasts that it will place more than fifty (50) Orders in any month.

3.22 Where Orders are forecast by the Reseller in accordance with this Service Schedule, Nimans will use reasonable endeavours to ensure it has the capacity to provide the Services in respect of such Orders, but any Orders which are forecast but subsequently not placed will be charged for at the prevailing rate.

3.23 The Reseller must comply with its regulatory obligations regarding notification to its Customers regarding:

(a) switch over of the Services; and

(b) any cessation of the provision of Services by the Reseller.

**Customer Premises Equipment, Interfaces & Connections**

3.24 Unless otherwise agreed in writing, Nimans shall not be obliged to provide the Services on dedicated equipment.

3.25 The Reseller and/or its Customers are responsible for providing, managing and maintaining the Customer Premises Equipment. The Reseller and its Customers shall be responsible for protecting their own computer equipment used to access the Services from viruses, spyware, or other malicious or harmful programs. The Reseller shall, and will procure that each Customer shall, ensure that any equipment (whether Service Equipment or Customer Premises Equipment) connected (directly or indirectly) to or used with the Services are connected and used in accordance with any instructions and safety and security procedures applicable to the use of such equipment. Specifically the Reseller will procure that its Customers ensure that all reasonable steps are taken to configure any equipment (whether Service Equipment or Customer Premises Equipment) so as to prevent its being used in the commission of criminal offences including the making of fraudulent or bad faith calls.

3.26 Where applicable, the Reseller shall pay any charges payable to, or incurred by Nimans or the Supplier in relation to internal cabling necessary in order for Nimans to provide the Services to any Premises. Nimans shall not be liable in contract, tort (including negligence) or on any other basis for any loss or damage suffered by the Reseller or its Customer or for any failure to provide the Services in accordance with this Service Schedule (including applicable Service Levels) to the extent that such loss, damage or failure arises from any defect or deficiency of such internal cabling.

**Access to Equipment Locations**

3.27 In addition to the provisions of clause 9 of the Terms of Resale which shall govern Nimans and/or a Supplier's access to Equipment Locations, the Reseller shall provide (or shall use its reasonable endeavours to procure that Customers provide) all necessary information, physical access to Equipment Locations or Premises at all reasonable times as reasonably required, including access for the purposes of:

(a) installation, inspection, maintenance, replacement, upgrade or removal of the Access Connection and any equipment associated with it; and

(b) assistance with testing and other assistance to Nimans which Nimans shall reasonably require to perform the Services and any of its other obligations under this Service Schedule.

3.28 The Reseller shall comply and use its reasonable endeavours to procure that its Customers comply with any reasonable operating instructions issued by Nimans from time to time. Where Nimans or any Supplier are working on the Reseller's premises or Premises then they shall adhere to all reasonable site rules communicated to it in advance and act in a safe and responsible manner.

3.29 For the avoidance of doubt, Nimans shall not be liable for any failure or delay in the performance of any of its obligations to the extent it is unable to perform or is delayed in performing these as a result of any necessary information or physical access to an Equipment Location or Premises not being provided in accordance with paragraphs 3.27 and 3.28.

**Emergency Calls**

3.30 Nimans shall use reasonable endeavours to convey Emergency Calls in accordance with this Service Schedule.

**Software**

3.31 If Software is provided to enable a Reseller or a Customer to receive and use the Services, or where a permission is otherwise given by Nimans to access or use any Software, the Reseller and Customer's licence shall be non-exclusive, non-sub-licensable, non-transferable and solely to access and use such Software remotely as an application service as necessary for receipt of the Services in accordance with the terms of this Service Schedule. The term of any licence procured pursuant to this paragraph 3.31 will, in the case of the Reseller be coterminous with this Service Schedule, and in the case of the Customer, shall continue for the term of the applicable Order only.

3.32 Save as provided in paragraph 3.31 no other rights are granted to copy, install or run any Software on any computers of the Reseller or the Customer, or any third party. The Reseller shall comply and shall ensure that the Customer complies with all terms, restrictions and obligations relating to Software as set out in this Service Schedule. Use of any Software of a Supplier or other third party provided shall be subject to the standard terms of that third party, as supplied to the Reseller in writing, and the Reseller shall, and shall procure that the Customer shall, sign any agreement containing reasonable terms relating to the use of such Software required by such Supplier or third party.

3.33 Except as permitted by Applicable Law, the Reseller undertakes that it shall not, and shall procure that the Customer shall not modify, reverse engineer, disassemble or decompile, or otherwise attempt to derive the source code of such Software, nor copy the manuals or documentation relating to that Software, nor knowingly permit anyone else to do so.

3.34 The Reseller warrants that it shall, and shall procure that the Customer shall, follow any reasonable instructions given by Nimans or the Supplier (including testing with the latest commercially available virus detection software) to ensure that any software (including the Software) used with or in connection with the Services is not infected by viruses and/or logic bombs, trojan horses and any other types of disruptive, destructive or nuisance programs.

**Suppliers**

3.35 Nimans, acting reasonably and in good faith in the case only of any Services sub-contracted to a Supplier shall be entitled to substitute for the services of the Supplier an alternative which shall in all material respects provide substantially the same or improved functionality. Any such substitution of a Supplier shall be carried out in accordance with the migration plan agreed between Nimans and the Reseller and with a view to minimising the impact of any disruption to the Services during the transition.

**Further Services**

3.36 In addition to the Services, Nimans may (but shall not be obliged to) provide to the Reseller against receipt of the Reseller's Order, the Further Services.

3.37 In the event that the Parties agree from time to time during the term of this Service Schedule to amend this Service Schedule to expand the scope of the Services, unless otherwise agreed by the Parties in writing, any such further services shall become subject to this Service Schedule. The Reseller shall pay any additional amounts due by way of Charges for any such Further Services at and from the service commencement date in respect of such services or as may be otherwise specified on the Order.

**Service Exclusions**

3.38 The Reseller acknowledges the Services constraints set out in Appendix B and undertakes to advise Customers of such constraints prior to the commencement of an Order. In particular, the Services are designed for Customer Services only and the Reseller acknowledges that the platform for the Services will not support diallers of any description ("diallers" for these purposes being electronic automated dialling apparatus which selects multiple quantities of simultaneous lines).

3.39 The Reseller will use its reasonable endeavours to ensure that the network chosen to deliver the Services to its Customers has the bandwidth and quality required to deliver the Services. Nimans shall have no liability whatsoever for any failure to provide the Services in accordance with this Service Schedule (including applicable Service Levels) to the extent that such failure is attributable to any deficiency in the chosen network (provided that this shall be without prejudice to any right or remedy which the Reseller may have in respect of any other

services (including connectivity) provided to it by Nimans pursuant to a separate Service Schedule.

3.40 Without prejudice to any other provisions of this Service Schedule, Nimans makes no representation or warranty with regard to the Services to the extent that the operation of the Services is dependent on any Access Provider and Nimans shall have no liability in respect of defaults in or interruptions, malfunctions or failures of Services which are attributable to the acts or omissions of any Access Provider (provided that this shall be without prejudice to any right or remedy which the Reseller may have in respect of any other services (including connectivity) provided to it by Nimans pursuant to a separate Service Schedule).

3.41 Any Service Requests that are not within the scope of the Services as expressly set out in Appendix B are excluded from the scope of the Services.

4. **Service Levels**

4.1 Nimans shall use reasonable endeavours to provide the Services in accordance with the Service Levels. The Reseller acknowledges that the Services will not be free of interruptions or faults and accepts that there may be technical limits relating to the Services as specified in this Service Schedule.

4.2 The Reseller acknowledges that Nimans' ability to provide the Services may be dependent on the Reseller performing its obligations under this Service Schedule, the Appointment, the Order and the Terms of Resale. Nimans shall be absolved of any failure to provide the Services as detailed in this Service Schedule (including applicable Service Levels) to the extent that such failure directly relates to a failure by the Reseller to perform any of its obligations set out in this Service Schedule, the Appointment, the Order and the Terms of Resale which are applicable to the provision or receipt of the Services. Furthermore, Nimans reserves the right to charge the Reseller for any time spent and other reasonable costs and expenses Nimans incurs as a result of such failure.

4.3 When using the Services, the Reseller should be aware that a Service Fault could be on the DSL carrying the broadband connection or the network (MPLS, leased line etc) which will be checked by Nimans if it provides these connections. The Service Levels for these products will be covered in the Reseller's network agreement, where Nimans is contracted to provide such products.

4.4 No Service Credits are provided in respect of the Services.

5. **Support**

5.1 Where the Reseller has an enquiry regarding the Services or where there is an issue with the Services or a Service Fault, the Reseller may request support from Nimans in accordance with the provisions of the relevant part of the Reseller Services Guide, Appendix B, Appendix C and the relevant Service Levels.

5.2 For the avoidance of doubt, the support service which Nimans will provide is limited to the provision of Level 2 and Level 3 Support, and any additional support will be subject to charge as an Additional Service.

6. **Reseller Obligations**

**General Obligations**

6.1 The Reseller shall:

(a) use the Services in accordance with the provisions of this Service Schedule and the Documentation (as provided to the Reseller by Nimans from time to time) and all other reasonable instructions as may be notified by Nimans to the Reseller from time to time and in accordance with any applicable law;

(b) act diligently in all its dealings with Nimans and its Customers;

(c) not (either during or after the termination of the Master Reseller Agreement or this Service Schedule) knowingly make or cause to be made any disparaging or derogatory statement, whether in writing or any other form or medium, about Nimans, its Affiliates, its Suppliers (or their Affiliates) or their respective products or services;

(d) not, save as otherwise agreed in writing by Nimans use any Supplier trade marks, logos or branding (**Branding**). In particular, the Reseller shall not at any time incorporate any of the Branding into its corporate or trading name, nor shall it make any application for registration or protection of any of the Branding, or acquire or apply for any domain name incorporating any of the Branding. The Reseller hereby acknowledges that it shall not acquire any rights or goodwill in respect of any Branding. To the extent that any such rights and/or goodwill become vested in the Reseller by operation of law, the Reseller shall at any time at Nimans' request and cost: (a) execute an assignment in favour of Nimans or such person as Nimans may direct of any and all goodwill in the Branding, or any part of it, as accrued to the Reseller by reason of its use of or its connection with the same;

(e) not make or permit any modifications to the Services without Nimans' prior written consent;

(f) itself (and shall procure that its Customer shall) at all times in connection with its use of the Services comply with any acceptable and fair use policies of Nimans or any Supplier from time to time notified by Nimans. The Reseller shall use its reasonable endeavours to ensure any such

policies notified to it are communicated to all Customers in a timely manner and shall cooperate with Nimans and shall take appropriate steps to enforce the same when matters are brought to its attention or it becomes aware of the same. Without prejudice to this, the Reseller must not use the Services, and shall procure that no Customer or third party shall use the Services:

(i) for any fraudulent, criminal, defamatory, offensive, obscene or abusive purpose or to promote any illegal activity or so as to constitute a violation or infringement of the rights of Nimans, any Supplier or any third party;

(ii) to forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content;

(iii) to harm minors in any way;

(iv) to impersonate any person or entity or falsely state or otherwise misrepresent an affiliation with a person or entity;

(v) to forge headers or spoof or monitor/sniff IP packets;

(vi) to promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual;

(vii) in any way which, in Nimans' reasonable opinion, is or is likely to be detrimental to the provision of Services to the Reseller, its Customers or any of Nimans' other customers, or to Nimans' business and/or reputation; or

(viii) to run public internet relay chat services.

(g) require Customers to undertake that all apparatus which is attached (directly or indirectly) to the Services will conform to all applicable laws and to the relevant standard or approval for the time being designated under the Act or the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 and any requirements or standards set out in the relevant Documentation and in the case of resellers will require that they include and maintain such an undertaking in their contracts with further resellers and subcontractors;

(h) obtain all necessary permissions and consents from third parties necessary for the provision and use of the Services and for the operation of the Reseller's and/or Customer's Systems and equipment (if any) which are to be connected to the System pursuant to the provision of the Services or which are otherwise required under this Service Schedule. The Reseller hereby warrants (such warranty being deemed to be repeated on each and every day during the term of this Service Schedule) that all such permissions and consents as are necessary to enable the Reseller legally to receive the Services as envisaged by this Service Schedule have been obtained and will be maintained and kept up to date and it has the unimpaired right to receive the Services. It is the responsibility of the Reseller to provide Nimans (through Nimans' processes) with its retailer identifier ("RID");

(i) notify Nimans promptly of all of the Customer's enquiries or problems regarding escalated technical and operational issues with the System, and in any event within ten (10) working days of being notified of the enquiry or problem;

(j) maintain a full, accurate and up-to-date electronic database containing Customer details and information;

(k) shall comply with all applicable laws (including, without limitation, data protection laws and laws relating to the provision of voice-over IP ("VOIP") services) and all codes of conduct, decisions, directions or recommendations issued by Ofcom and/or any other competent regulatory body and shall require compliance by its Customer with the foregoing;

(l) not allocate any Number to a Customer or to a potential Customer who appear at the date of the request for allocation on any the lists that may at any time in the future be compiled and published by Ofcom of companies and individuals that have caused serious or repeated harm to consumers ("Number Refusal List") or of companies and individuals that are under assessment ("Under Assessment List") (together the "Consumer Protection Lists" and each a "Consumer Protection List"). Nimans on its part will not allocate any Numbers to any party on the Consumer Protection Lists;

(m) ensure that every Customer signs the following statement and will ensure that signed copies of these statements will be available to Nimans upon request:

*"I hereby confirm on behalf of [End User] (the "Applicant") to its telecommunications service provider, and I am duly authorised so to do, that:*

*(i) the number requested for use as a presentation number ("PN") is either allocated to the Applicant and the Applicant does not require the permission of anyone else in relation to that number or the requested PN is not allocated to the Applicant but consent from the allocated owner for its use as a PN has been obtained and has not been withdrawn;*

*(ii) the requested PN is in use;*

*(iii) the Applicant shall immediately inform its telecommunications service provider if any of the information in this statement ceases to be correct;*

*(iv) the telecommunications service provider may suspend and/or withdraw use of its Presentation CLI Service if it is subsequently found that the information in this statement was, or has become, inaccurate or if the PN is being misused in any way;*

*(v) the Applicant understands that the PN must not be a number that connects to a revenue sharing number that generates excessive or unexpected call charges in which case the telecommunications service provider may suspend and/or withdraw use of the Presentation CLI Service;*

*(vi) The Applicant acknowledges that its network service provider may withdraw the service without penalty in the event that a) having made the appropriate configuration change the Applicant fails to make at least one test call within twenty (20) working days and/or b) the Applicant reverses the configuration change.*

*The Applicant hereby indemnifies its telecommunications service provider and any underlying network service provider against any claims by any third party relating to use of the PNs. v1.1*

*The Applicant hereby acknowledges that the telecommunications service provider may withdraw this facility at any time for regulatory or legal reasons or if it suspects its misuse or if its use is challenged by any third party.*

*..... dated .....*

*For and on behalf of [End User]"*

6.2 The Reseller must not use the Services or knowingly allow or permit any Customer to use the Services:

(a) in a way that does not comply with the terms of any legislation or any codes of practice, regulations or any license or authorisation applicable to the Reseller or the Customer (as appropriate) or that is in any way unlawful or fraudulent or to the knowledge of the Reseller or the Customer has any unlawful or fraudulent purpose or effect;

(b) in connection with (without prejudice to the generality of paragraph 6.2(a) above) the carrying out of fraud or a criminal offence against any other public electronic communications operator;

(c) in any way that constitutes Artificial Inflation of Traffic;

(d) in a way that does not comply with any instructions given by Nimans or its Supplier;

(e) in a way that in Nimans' reasonable opinion could materially affect the quality of any electronic communications service or other service provided by Nimans or any third party;

(f) to make Nuisance Calls or Spam;

(g) to threaten, harass, stalk, abuse, disrupt or otherwise violate or infringe the rights (including but not limited to copyright, rights of privacy and publicity) of others;

(h) to obtain access, through whatever means, to notified restricted areas of the underlying network;

(i) to send and receive data in such a way or in such amount so as to adversely affect the network (or any part of it) which underpins any of the Services or to adversely affect other customers of Nimans or of its suppliers;

(j) to engage in conduct which amounts to improper or persistent misuse of a public electronic communications network or service within the meaning of sections 127 to 128 of the Act; or

(k) in a way which (in the reasonable opinion of Nimans) brings the name of Nimans into disrepute, or which places Nimans in breach of the its supplier agreement.

6.3 The Reseller agrees that Nimans shall be entitled, when required by Applicable Law, or at the direction or request of any Authority, to disclose to government agencies passwords, decryption codes and details of Content and other information relating to the Reseller or its Customers gathered, stored, or processed using the Services. Where the relevant Authority directs, requests or orders for such disclosure to be secret or Nimans is otherwise bound by Applicable Law not to communicate or notify the proposed disclosure, then Nimans may make such disclosure without notice to the Resellers or such Customer (but not otherwise).

6.4 In relation to Emergency Calls Access, the Reseller shall:

(a) inform Nimans whether each Customer will use, or be likely to use, more than a single network termination point or equivalent;

(b) convey to Nimans or the Supplier (as applicable) all Emergency Calls with full telephone number information (which may be used by an Emergency Services Organisation to call the Customer) and shall permit Nimans and the Supplier to use such telephone number information to ascertain the appropriate Emergency Services Organisation;

(c) in a timely manner handle, process and reply to all enquiries and complaints about Emergency Calls;

(d) provide to Nimans in such format as it may specify from time to time the following information:

(i) a telephone number that may be used to call the Customer; and

(ii) the Customer's name and installation address (including the post code) for each fixed network termination point or equivalent used. For Customers 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;

(e) maintain accurate and up-to-date Customer records (to include the information specified in paragraph 6.4(d)) and advise Nimans' promptly in writing of any changes to the information supplied by the Reseller pursuant to paragraph 6.4(d); and

(f) be responsible for informing its Customers (and potential customers) of the limitations of Emergency Calls Access as more particularly described in Appendix B.

A failure by the Reseller to comply with this paragraph 6.4 will be deemed to be a material breach of the Master Reseller Agreement. This information should be provided at the point of Order and kept up-to-date.

6.5 The Reseller acknowledges that use of the Services, like other network-based services, carries certain security risks to the systems and networks of the Reseller, Customers, Nimans, the Supplier and third parties including misuse, unauthorized access, alterations, theft, fraud, destruction, corruption and attacks (**Occurrences**). The Reseller acknowledges and agrees that:

(a) it (and its Customers) are solely responsible for procuring and maintaining the security of their own systems, equipment and networks and the network connections and telecommunications links from their systems and networks to Nimans' systems and networks, even if the Reseller or the Customer uses a third party, Nimans or a Supplier to configure and implement them provided that in the case of Nimans or the Supplier, it has correctly implemented the instructions given by the Reseller or Customer;

(b) it will require the Customer, at its own expense, to take appropriate security measures including use of firewalls, passwords, access restrictions, encryption, policies, and physical access restrictions to protect from Occurrences all VOIP traffic, equipment, software, data and systems located on a Premises or otherwise in a Customer's control and used in connection with the Services, whether owned by the Reseller, the Customer, Nimans, the Supplier or their subcontractors; and

(c) Nimans shall not be liable in contract, tort (including negligence) or on any other basis for any loss or damage arising out of any Occurrences located on Premises or otherwise within the Reseller's or Customer's control.

6.6 In the event that the Reseller is notified by a Customer, or becomes aware by any other means, or has reasonable suspicions that a fraud or serious illegal misuse may have taken place, or will take place, the Reseller shall be under an obligation to take immediate steps to suspend service to the number concerned by utilising the automated web interface provided by Nimans. Nimans shall ensure that no further traffic is permitted on the relevant lines until service is re-instated through the web interface by the Reseller or by Nimans at the request of the Reseller. Nimans shall not be responsible for any Charges or liabilities incurred by the Reseller prior to such suspension.

## 7. Customer Contracts

7.1 In addition to those requirements set out in the Terms of Resale, the Customer Contract relating to the Services will contain a requirement which is equivalent to the provisions of paragraphs 3.25, 3.28, 3.29, 3.32 to 3.35 (inclusive), 6.1, 6.2 and 6.5.

7.2 The Reseller shall not, in connection with their dealings with Customers and/or potential Customers or otherwise in connection with the Services:

(a) represent itself as Nimans or the Supplier;

(b) misrepresent its relationship with Nimans or the Supplier;

(c) without Nimans' prior written consent (such consent not to be unreasonably withheld or delayed), make any statements, promises, guarantees or other assurances of any kind

about the Services (including in relation to quality, availability, fitness for purpose, functions or capabilities, suitability, performance or delivery). For the avoidance of doubt consent shall be deemed given to allow the Reseller to be able to repeat statements, promises, guarantees or other assurances in relation to any functionality or performance of the Products or Services detailed in Appendix B;

(d) misrepresent the nature and/or effect of their contracts with Customers;

(e) represent that they have any authority to provide or promote any other products or services on behalf of Nimans, the Supplier or any other suppliers of Nimans;

(f) be entitled to bind or otherwise commit Nimans or its Suppliers in any way whatsoever;

(g) represent that the Customer has access to a dedicated service; or

(h) represent that the Services facilitate a PSTN equivalent service.

7.3 For the avoidance of doubt, no Customer shall have the benefit of or be entitled to enforce or otherwise be entitled to rely upon any provision of this Service Schedule, and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

8. **Charges, Invoicing and Payment**

8.1 The Charges applicable to Nimans' supply of the Services to the Reseller consist of:

(a) all charges in respect of the Services which are utilised by each Customer including, without limitation, the License Charges, the Product Charges, the Call Tariff Charges, the Monthly Recurring Charges and the Non-Recurring Charges; and

(b) all charges for any other services, goods or property provided by Nimans to the Reseller or costs incurred by Nimans from time to time connected to the Services, which shall be calculated in accordance with Nimans' charges communicated by Nimans to the Reseller from time to time and on request.

8.2 Nimans may amend its prices upon which Charges are based at any time by providing not less than thirty (30) days' notice by email.

8.3 The Reseller shall pay to Nimans Charges calculated using Nimans' standard prices and methods as published by Nimans from time to time unless other prices and/or methods have been agreed by Nimans in writing.

8.4 All Charges shall be calculated by reference to data recorded or logged by Nimans and not to data recorded or logged by the Reseller and Nimans' CDRs shall be prima facie evidence of call parties, call time and call duration in relation to any particular Call and shall be accepted as such save in the case of manifest error by Nimans. For the avoidance of doubt it is agreed that the Reseller has to pay for all Calls using the System, even though the Call originated with an unauthorised act i.e. the person or company which initiated the access did so using premises, equipment, or facilities, or security access code, etc or knowledge of the Reseller, but was not authorised to use such premises, equipment, facilities or security access code or knowledge for such purpose.

8.5 Charges shall be calculated as follows:

(a) the Charges for each Call will be calculated by multiplying the period of the Call, rounded up to the nearest whole second, by the relevant per minute rate and rounding the results up to 3 decimal places of a pound. If applicable Calls which extend over more than one time band will be charged at the rate appropriate to the time band in which the Call commenced;

(b) time band shall be 8am to 6pm weekdays ("Peak"), midnight Friday to midnight Sunday ("Weekend") and all other times ("Off Peak").

8.6 Nimans may, in a separate invoice, make backdated claims for amounts outstanding from a previous billing period which were not previously invoiced for technical or other reasons. Any backdated claims must be made within six months of the date that the Services were rendered.

8.7 Unless otherwise specified in this Service Schedule the Monthly Recurring Charges, Call Tariff Charges and all other Non-Recurring Charges are payable monthly in advance. The Product Charges shall be invoiced on despatch of the Products.

8.8 The Charges shall be invoiced in accordance with this paragraph 8 and shall be payable by the Reseller in accordance with clause 18 of the Terms of Resale.

8.9 Nimans may make changes to the Call Tariff Charges from time to time on not less than thirty (30) days' prior notice to the Reseller or such lesser period of notice as Nimans may receive from its relevant Supplier.

8.10 The Reseller is responsible for the billing of Charges to Customers. The Reseller shall not be relieved of its obligation to pay Charges for the Services when due by reason of any failure to pay or delay in payment by its Customers.

8.11 Without prejudice to the foregoing, the Reseller agrees to pay all Call Tariff Charges including those raised for Calls made in breach of clause 8.1(q) of the Terms of Resale or otherwise arising from any fraudulent or unauthorised use of the Services, whether made by the Reseller or its Customer. Any fraud, Artificial Inflation of Traffic or other improper use of the Services committed by any Customer or

Reseller or by any third party shall not relieve the Reseller of its payment obligations to Nimans under this Agreement.

8.12 Nimans shall pay any revenue share due to the Reseller in accordance with calculations based solely upon information collated by Nimans. Nimans will deal with reasonable enquiries relating to the calculation of the amount of the revenue share payable but not relating to the basis or system for Nimans' collection of such information.

8.13 Notwithstanding any of the provisions of the Terms of Resale, Nimans shall be entitled to set-off, deduct or withhold from any sums due the Reseller under this Service Schedule any sums (i) which Nimans is required to pay to any Authority as a result of the Reseller's or its Customers' use of the Services; (ii) which Nimans is required to repay to any third party network operator in connection with the Services as a result of the Reseller's or its Customers' use of the Services; or (iii) which Nimans has reasonable grounds to suspect relates to any use of the Services by the Reseller or its Customers for illegal or fraudulent activity.

9. **Suspension of the Services**

9.1 Nimans shall, without prejudice to its other rights under the Terms of Resale or otherwise, be entitled without liability to the Reseller to suspend, interrupt or limit the provision of the Services in whole or in part at any time without prior notice (and where paragraphs 9.1(a) and/or 9.1(f) apply, the Reseller shall remain liable for all Charges accrued during such period of suspension):

(a) in order to deal with any actual or suspected security breach, virus, or attack or any misuse (including an actual or suspected failure by the Reseller or any Customer to comply with the provisions of paragraph 6.1(f)) by any person;

(b) where required by any Authority or as required by Applicable Law or in order to comply with an order, instruction or request of the government, an emergency services organisation or other competent administrative or regulatory body including but not limited to Ofcom or PhonepayPlus;

(c) to carry out any scheduled or unscheduled work as envisaged by paragraphs 9.2 and 9.3;

(d) where Nimans reasonably considers it necessary as a reasonable and prudent provider of the Services;

(e) if the Services depend on services from a Supplier and those services are suspended on the grounds detailed in this paragraph 9 (or on any other grounds imposed by the relevant Supplier (provided that this paragraph shall not extend to suspension of a service by a Supplier for Nimans' non-payment)); and

(f) if the Reseller fails to pay the Charges in accordance with this Service Schedule and such Charges remain unpaid in whole or in part after seven (7) days following notice to pay.

9.2 **Scheduled Work**: Subject to any requirements of any Supplier, Nimans will use all reasonable endeavours to minimise or mitigate any downtime, and to carry out maintenance, repair or upgrading during periods of lower Customer traffic. In relation to any scheduled downtime, Nimans will inform the Reseller as far as possible in advance and shall use all reasonable endeavours to provide a service workaround where practicable and commercially reasonable.

9.3 **Unscheduled Work**: Nimans and Suppliers shall be free to carry out Emergency or urgent maintenance at any time including to ensure the Services are continued to be supplied. Nimans shall advise the Reseller if practicable prior to the conducting of any such Emergency or urgent maintenance, or at least as soon as practicable after the completion of the Emergency or urgent maintenance and will use all reasonable endeavours to minimise the impact or duration of any such suspension.

9.4 Without prejudice to any other rights or remedies of Nimans, Nimans may on 14 days' notice delete or deactivate individual CLIs and/or connections to its Supplier's network if the Reseller fails to pay all or any Charges or sums due and payable within the period provided for in this Service Schedule.

9.5 In the event of suspension of the Services under the provisions of this paragraph 9 all sums invoiced by Nimans and not the subject of a bona fide dispute shall become immediately payable.

10. **Termination Rights**

Rights of termination

10.1 In addition to any termination rights in the Terms of Resale, either Party may terminate this Service Schedule at any time by giving at least one hundred and eighty (180) days' written notice to the other Party, provided that no such termination shall have effect until the expiry of the Initial Service Period.

10.2 Each Order and/or License for the Services (including any optional Features) under this Service Schedule will take effect on the Activation Date and shall continue for the Minimum Term and shall thereafter automatically continue until terminated by the Reseller on thirty (30) days' written notice or otherwise terminated by a Party in accordance with the Terms of Resale or this Service Schedule.

10.3 Nimans may terminate this Service Schedule and/or any Order at any time:

(a) if the Reseller fails to pay a sum which is due and payable under this Service

Schedule which has not been rectified by the Reseller within seven (7) Working Days of receipt of written notice requiring payment;

(b) if the Reseller commits a persistent breach of this Service Schedule and (if such breach or breaches can be remedied) fails to remedy it within thirty (30) days of notice of the breach;

(c) if any service provided by a Supplier which is essential to the provision of the Services is terminated or ceases to be available to Nimans for any reason at all or at an appropriate quality, and no suitable replacement shall be available on commercially reasonable terms (Nimans using its reasonable endeavours to source a suitable alternative). Nimans shall give such advance notice in writing to the Reseller as it is reasonably able to; or

(d) if the Reseller and/or the Customer appear on a Consumer Protection List. Nimans shall also have the right to withdraw the Numbers allocated to that Reseller and/or Customer. The Reseller shall review the Consumer Protection Lists at intervals of three months for the duration of the allocation of such numbers, with the first review taking place three months from the Effective Date. Where a Reseller and/or Customer appears on at least one of the Consumer Protection Lists, the Reseller must exercise the right to withdraw the Numbers allocated to the Customer.

10.4 Without limiting any other right or remedy under this Service Schedule or the Terms of Resale, Nimans shall be entitled to terminate and cease to provide Services in respect of any Order by notice to the Reseller with immediate effect, in the event that a Customer commits or omits to do anything which does or may cause Nimans to be in breach of any obligation to a Supplier and where the Reseller either fails to promptly take action in accordance with clause 14.5 of the Terms of Resale and/or to terminate its agreement with the relevant Customer.

**Consequences of termination**

10.5 Subject to paragraph 10.6 each Order in force at the date of termination of this Service Schedule shall continue in full force and effect in accordance with and subject to the terms of this Service Schedule notwithstanding termination of this Service Schedule unless or until such Order is terminated in accordance with paragraph 10.2 above.

10.6 Where this Service Schedule is terminated pursuant to clause 27.1 of the Terms of Resale or paragraph 10.3 of this Service Schedule, then all Orders and Order Variations shall terminate automatically on the same date as the date of termination of this Service Schedule without the need for any further formality, except that all Orders then in existence shall continue until termination at the end of their respective Minimum Terms. Subject to the other express provisions of this Service Schedule or Terms of Resale, the terms of this Service Schedule and Terms of Resale shall continue to apply during any such period.

10.7 Upon termination or expiry of this Service Schedule or an Order:

(a) no rebate or refund will be paid for the unexpired portion of any Order and/or License;

(b) the Reseller shall ensure that any Customer shall cease using the Services to the extent of such License following its termination or expiry; and

(c) the Parties shall negotiate in good faith transitional arrangements with a view to mitigating disruption to existing Customers.

11. **Limitation of Liability**

11.1 Except as expressly set out in this Service Schedule, and to the extent permitted by Applicable Law, all warranties, representations, conditions and terms whether expressed or implied by statute are excluded.

11.2 In addition to the limitations and exclusions of liability in clause 22 of the Terms of Resale which shall apply in relation to any liability of Nimans arising out of or in relation to this Service Schedule:

(a) subject to any express terms and conditions of the Master Reseller Agreement to the contrary neither party shall be liable to the other in contract, tort (including negligence), for breach of statutory duty or otherwise for:

(i) any losses, costs, expenses, liability, commitment, contract or expenditure suffered or incurred in reliance on the Master Reseller Agreement or this Service Schedule; or

(ii) loss of or corruption of data; and

(b) the Reseller fully indemnify and hold Nimans, its Affiliates and its Suppliers (and their Affiliates) harmless from and against any and all losses, damages, claims, costs and expenses (including, without limitation, legal expenses) suffered or incurred by or awarded against Nimans, its Affiliates or its Suppliers (and their Affiliates) as a result of or in connection with any claim that any use of Content infringes the Intellectual Property or other rights of any third party.

11.3 Save as provided in this Service Schedule the Reseller accepts all risks and liabilities associated with the use of the Services. This provision shall not be construed so as to exclude any warranty or liability that Nimans may not by law exclude.

12. **Indemnities**

12.1 Subject to paragraph 12.2, the Reseller will indemnify, defend and hold harmless Nimans from and against any liabilities, actions, losses, damages, judgments, costs, claims or expenses incurred by Nimans or legal proceedings which are brought or threatened against Nimans by a third party (including, without limitation, a Reseller or a Customer), in the event of:

(a) Services being or having been used in breach of clause this Service Schedule except where such breach results from fraud on the part of Nimans;

(b) any fraud or Artificial Inflation of Traffic unless this is as a result of the actions of Nimans or the System has failed; or

(c) the Customer not having given permission for Nimans or its Supplier to carry out any work at the Customer Site in connection with this Agreement.

12.2 The Reseller will fully indemnify and hold harmless Nimans from any claim or liability whatsoever from a third party arising directly or indirectly out of or in connection with the Reseller not having obtained or maintained any of the requisite licences, authorisations, approvals and consents as warranted by it in this Service Schedule.

13. **Warranties**

13.1 Each party warrants to the other party (such warranties being deemed to be repeated on each and every day during the term of this Service Schedule) that it has the unimpaired right and authority to enter into and perform this Service Schedule which shall constitute a binding obligation on it.

13.2 Each party warrants to the other party (such warranty being deemed to be repeated on each and every day during the term of this Service Schedule) that all such licences, authorisations, approvals and consents as are necessary to enable Nimans to legally provide the Services and the Reseller to legally receive the Services as envisaged by this Service Schedule have been obtained and will be maintained and kept up to date and each party has the unimpaired right to supply or receive the Services as the case may be.

14. **Variation**

14.1 This Service Schedule shall not be varied other than in writing, signed by the duly authorised representatives of Nimans and the Customer except where Nimans has the right under this Service Schedule to make variations subject to written notice and/or where Nimans is required to make such variation in order to comply with an order, instruction or request of government, an emergency services organisation, a court of law, tribunal or other competent administrative or regulatory body, including OFCOM and PhonepayPlus.

**Appendix A**

**Definitions and Interpretation**

1.1 Except as provided below and save where inconsistent with context, terms which are defined in the Terms of Resale shall have the same meanings in this Service Schedule.

1.2 For the purposes of this Service Schedule the following terms have the following meanings (which shall take precedence over any corresponding definition in the Terms of Resale):

**Access Provider:** any person, firm or company or other entity which provides Nimans with an Access Connection or with access to the PSTN;
**Activation Date:** the relevant date that Nimans notifies the Reseller that a License or Feature which are the subject of an Order are activated and brought into service (which shall not, for the avoidance of doubt, occur earlier than the successful completion of the Onboarding Process);
**Act:** the Communications Act 2003 unless the context otherwise requires;
**Approved:** an Order that has been received by Nimans and where Nimans has notified the Reseller that the Order has been accepted via the Reseller Portal;
**Artificial Inflation of Traffic or AIT:** means a situation where the flow of Calls to any particular revenue share service is as a result of any activity by or on behalf of the party operating that revenue share service disproportionate to the flow of Calls which would be expected from good faith commercial practice and usage of the network;
**Charges:** the charges (excluding VAT and other taxes or duties applicable thereto) as may be payable by the Reseller to Nimans from time to time, for the provision of the Services as set out in paragraph 8 of the Service Schedule Terms and Appendix D;
**Call:** a signal, message or communication which can be silent, visual or spoken made by the Reseller or Customer utilising the Services;
**Call Tariff Charges:** the call tariff charges as referred to in Appendix D;
**CLI:** the telephone number of the originating end user (i.e. the calling party) or the default number of the Reseller;
**Communications Provider:** a 'Communications Provider' as defined in paragraph 1.4(a) of Condition 1 of the General Conditions of Entitlement set by Ofcom pursuant to section 45 of the Communications Act 2003;
**Content:** any information or content that is created, transmitted or displayed in connection with a Services by the Reseller or a Customer and any specification for Products which is supplied by the Reseller;
**Connect to Number:** the contact number used to connect to the relevant Emergency Services Organisation;
**Customer Premises Equipment:** telecommunications equipment, of a type approved under all applicable legislation and standards issued

pursuant to that legislation and which may be used by the Customer to access the Services;

**Customer Services:** the service provided by Nimans to the Reseller and/or Customers comprising of the Services under this Service Schedule and such other goods and/or services as Nimans or the Resellers may separately include in any package of communications related goods and services offered by Nimans or the Reseller to Customers from time to time;

**Documentation:** means the indicative service description and documentation published from time to time;

**Effective Date:** the earlier of the date on which the Service Schedule Particulars are signed by both Nimans and the Reseller and the date on which the Service Schedule Particulars are accepted by the Reseller placing an Order for the Services;

**Emergency:** a serious situation or occurrence that happens unexpectedly and demands immediate action;

**Emergency Call:** a Call to 999 or 112;

**Emergency Call Access:** the service conveying Emergency Calls as described in Appendix B and which forms part of the Services;

**Emergency Centre:** the premises where Nimans' or its Suppliers' operators answer Emergency Calls;

**Emergency Services Database:** the 999 call routing and address database;

**Emergency Services Organisation:** the relevant local public police, fire, ambulance and coastguard services and other similar organisation providing assistance to the public in emergencies;

**Feature:** a specifically defined function or feature of the Services which may be optional to the features of the core platform and which Nimans may group together in Feature packs (and Nimans may make changes to the Features or Feature packs, including the prices for Feature packs, from time to time on not less than thirty (30) days' prior notice to the Reseller);

**Further Services:** services additional to the Services which Nimans may agree to provide to the Reseller (subject to receipt of an additional valid Order);

**Initial Service Period:** the period commencing on the Service Commencement Date and expiring after the period set out in the Service Schedule Particulars;

**IP:** internet protocol;

**Level 1 Support:** has the meaning given in Appendix B;

**Level 2 Support:** has the meaning given in Appendix B;

**Level 3 Support:** has the meaning given in Appendix B;

**License:** the revocable right, for a user point of the Reseller, for the duration of this Service Schedule, to access the Services and for a user point of each Customer, for the duration of the applicable Order, to access the Customer Service. This right does not operate to transfer any intellectual property to the Reseller;

**License Charges:** the charges for Licenses and Features/Feature Packs payable in connection with the Services as set out in or otherwise calculated in accordance with Appendix D;

**Number Portability:** an arrangement between the Parties whereby a Customer's telephone number ceases to be provided by the losing Communications Provider and such Customer telephone number is subject to number import onto the Service platform. If the Customer telephone number ceases to be used by the Reseller then it may be subject to number export to the gaining Communications Provider pursuant to the Number Portability rules as notified to the Reseller by Nimans from time to time;

**Minimum Notice:** thirty (30) days;

**Minimum Term:** the minimum term of Orders being: (a) in respect of Licenses a thirty-six (36) month minimum period; and (b) in respect of Features a one month minimum period; or (c) in each case such other minimum period as is agreed in writing in respect of an Order;

**Monthly Recurring Charges:** the charges (which are recurrent in nature) payable in connection with the Services;

**Non-Recurring Charges:** the charges (which are one-off non-recurring charges) payable in connection with the Services including, without limitation, any Pass Through Costs;

**Nuisance Calls:** means an unwanted call that causes annoyance, inconvenience or anxiety to the receiver of the call, and/or is a hoax call, and/or is of an offensive, spiteful, abusive, indecent, defamatory, obscene, or menacing nature, and/or calls which cause the called person to experience silence when the call is answered in circumstances where the called person has no means of establishing whether there is a person at the other end of the line, and/or calls which are not compliant with OFCOM's statement of policy on persistent misuse published in accordance with section 131 of the Act as amended from time to time;

**Numbers:** means any telephone number(s) provided by Nimans to the Reseller under this Service Schedule;

**Orders:** an order for Services placed by the Reseller under and in accordance with this Service Schedule;

**Order Variations:** any variation to an existing Order;

**Pass Through Costs:** the third party and/or administration costs which Nimans incurs from time to time in order to provide the Services;

**Premises:** any location either owned, managed or controlled by a Customer to which the Services are to be supplied;

**Products:** the Ericsson-LG cloud licences and approved proprietary hardware or equipment details of which are set out in Nimans' price list which is referred to in Appendix D, and such other products as Nimans and the Reseller may agree to include in such price list;

**Product Charges:** the charges which are payable by the Reseller for the supply of the Products by Nimans;

**PSTN:** a public switched telephone network;

**Reseller Portal:** means the secure IPECS-Portal which can be used by Resellers for managing

processes including the placing and cancellation of orders;
**Service Fault:** the period during which the Services are not available or is only partially available;
**Service Levels:** the service levels set out in Appendix C;
**Service Request:** a request made by the Reseller to Nimans for support in the event of a Service Fault or a request for support for any other reason where the Reseller's staff are unable to provide the required support and the support requested is within the scope of the Services. Such requests to be made in accordance with the stated Nimans procedures for support requests as such procedures are specified herein or notified by Nimans to the Reseller from time to time or in such other manner as may be agreed from time to time between Nimans and the Reseller. All such requests to be logged and acknowledged by Nimans with a Service Request Number (SRN);
**Service Schedule:** these Service Schedule Terms, the Service Schedule Particulars and any documents referred to in the same together with any changes to any of the same made in accordance with the Terms of Resale;
**Service Schedule Particulars:** the service schedule particulars at the front of these Service Schedule Terms;
**Service Schedule Terms:** the terms and conditions detailed in the main body of this Service Schedule;
**Services:** a service which is offered by Nimans as shown in its Documentation or which is offered in the future;
**Site:** means a place at which Nimans agrees to provide a service;
**Software:** any software and associated written and electronic documentation and data provided used to access the Services;
**Spam:** means an unsolicited marketing messaged not permitted under data protection legislation;
**Supplier:** Nimans' supplier of the applicable Services and/or such supplier's agents or sub-contractors;
**System:** means the electronic communications network and information technology system which the Supplier operates or provides so as to offer electronic communications services;
**Territory:** the territory identified in the Service Schedule Particulars; and
**VOIP:** voice over internet protocol.

1.3 In this Service Schedule:

(a) save where expressly stated otherwise, references to paragraphs and appendices are to the paragraphs of and appendices to this Service Schedule; and

(b) any reference to a statute or statutory provision shall be construed as including references to: (i) any statutory modification, consolidation, amendment or re-enactment (whether before or after the date of this Service Schedule) of it for the time being in force; (ii) all statutory instruments or orders made pursuant to it; (iii) any statute or statutory provision(s) of which it is a consolidation, re-enactment or modification.

**Appendix B**

1. **Emergency Call Access**

1.1 Emergency Calls Access forms part of the Services and shall be supplied by Nimans on the terms set out in this Appendix B.

1.2 Subject to the provisions of this Appendix B, Nimans shall convey Emergency Calls to the Emergency Centre and, if the geographic location of the Emergency Call can be sufficiently identified, hand over such Calls to an Emergency Services Organisation. 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 published by Ofcom, and being either from a geographic number range or from non-geographic number ranges 055, 056, 03 or 08.

1.3 For the avoidance of doubt, a Reseller may not acquire/order the Emergency Calls Access component of the Service on its own.

1.4 Subject to the provisions of this Appendix B, where Emergency Calls are conveyed to the Service platform, Nimans shall:

(a) convey Emergency Calls to one of the relevant Emergency Centres;

(b) if the geographic location of the Emergency Call can be sufficiently identified, provide an onwards connect service to the relevant Emergency Services Organisation via an Emergency Centre telephone operator by means of two-way voice telephony; and

(c) liaise and co-operate with the Reseller in attempting to resolve problems that may arise and assist the Emergency Services Organisations with requests for call-trace in an attempt to identify the geographic location of the Emergency Call and the Customer telephone number if not automatically provided.

1.5 Nimans shall, based upon the geographic location information available, connect an Emergency Call to the Connect To Number on the Emergency Centres' Emergency Services Database shown for the Emergency Services Organisation requested by the Reseller or Customer.

1.6 If Nimans receives an Emergency Call for which it is not possible to clearly confirm the geographic location and appropriate Connect To Number, or the information is incorrect or corrupted, BT shall use reasonable endeavours to convey the Call to a Connect To Number for the appropriate Emergency Services Organisation.

1.7 Nimans shall correct faults with the Service which affect Emergency Calls in accordance with Nimans

or the Supplier's normal engineering practices. For the avoidance of doubt, Nimans does not warrant that Emergency Call Access, or will be, free from faults.

1.8 Nimans shall give the Reseller not less than six (6) weeks' written notice of any material change to the Emergency Service, or such lesser period as may be agreed with the Reseller, such agreement not to be unreasonably withheld.

1.9 The Emergency Calls Access is subject to the following limitations (in addition to those outlined above):

(a) the Customer's equipment used to access the Customer Service requires mains power to make Emergency Calls;

(b) the Customer is required to confirm/provide their location when making an Emergency Call to enable the correct Emergency Organisation to respond; and

(c) 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.

1.10 The Reseller acknowledges that Emergency Calls are not available in the event of electrical power not being available or if the IP connectivity is not available. The Reseller undertakes to make its Customers aware of this Services limitation prior to commencing to provide the Services pursuant to an Order.

## 2. Support Services

2.1 The Reseller shall provide the Customer with initial 'first line' Level 1 Support. Nimans shall provide the Reseller with service helpdesk support services in accordance with the provisions of this Service Schedule for Level 2 and Level 3 Support only. It is the sole responsibility of the Reseller to provide support to the Customer. The Customer does not have direct access to Nimans support services unless agreed by Nimans in writing.

2.2 Support levels under this Service Schedule are defined as follows:

| **Level** | **Description** |
|---|---|
| Level 1 Support<br><br>(Provided by the Reseller to the Customer) | - Initial handling of Customer enquiries and understanding of the impact the issue has on its business;<br>- Perform initial remote diagnostics to ascertain details of the fault;<br>- Carry out initial remedial action to resolve the fault, either remotely or on site;<br>- Use basic fault-finding skills and process of elimination to diagnose hardware faults<br>- Carry out software or firmware updates;<br>- Provide (including, but not limited to) configuration data, network topology, remote and on-site access, network trace or diagnostic data as requested by Nimans or a third party as part of an escalation;<br>- Ensure the Customer is kept up-to-date with the status of the issue or escalation. |
| Level 2 Support<br><br>(Provided by Nimans to the Reseller)<br><br>E-LG Platform | - Log, monitor, trace and update the Customer enquiry in the Nimans support system;<br>- On a reasonable endeavours basis, resolve configuration issues or provide workaround solutions;<br>- Where relevant, troubleshoot and/or simulate issues;<br>- Analyse data provided by the reseller including, but not limited to, diagnostic data, network topology or configuration data;<br>- Diagnose issues remotely;<br>- Provide detailed fault description and data to Level 3 Support as required and escalate in a timely manner. |

| | |
|---|---|
| Level 2 Support<br><br>(Provided by Nimans to the Reseller)<br><br>SIP Trunk & Network | - Log, monitor, trace and update the Customer enquiry in the Nimans support system;<br>- On a reasonable endeavours basis, resolve configuration issues or provide workaround solutions;<br>- Analyse data provided by the reseller including, but not limited to, diagnostic data, network topology or configuration data;<br>- Provide detailed fault description and data to Level 3 Support as required and escalate in a timely manner. |

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| Level 3 Support<br><br>(Provided to Nimans by Nimans' Suppliers or 3rd parties) | - Provide additional analysis and configuration data where required;<br>- On a reasonable endeavours basis, resolve configuration issues or provide workaround solutions;<br>- Where relevant implement software fixes or PSTN Network configuration changes in order to resolve the problem or provide a workaround solution. |

2.3 Nimans' technical support services are designed to back up the Resellers' fully trained and skilled engineers who are providing support services to the Customer. Only trained engineers should contact Nimans' technical support and Nimans reserves the right to decline or not prioritise support requests from untrained engineers. At all times the Reseller should undertake best working practice to resolve customer issues before escalating to Nimans' Support. This best working practice may include, but is not limited to, replacing hardware, isolating or checking the customer network and applying latest software and firmware versions / patches.

## Appendix C

## Service Levels

### 1. Introduction

1.1 This Appendix C describes the Service Levels provided by Nimans to the Reseller in relation to the provision of Services under this Service Schedule. Nimans may introduce changes to this Appendix C from time to time in accordance with the Terms of Resale.

1.2 The Support Services offered by Nimans are on a reasonable endeavours basis and as such the Service Levels set out in this Appendix C are indicative only and Nimans shall have no liability for a failure to meet them.

### 2. Fault response, restoration and resolution

**Service Levels**

2.1 Where the Reseller or a Customer suffers a fault or interruption in respect of the Services, Nimans acknowledges that, in relation to such Services, either the Reseller or a Customer is entitled to arrange for traffic to be temporarily redirected to another operator and the Reseller agrees (for itself and on behalf of Customer) that it is not Nimans' responsibility to arrange for the provision of alternative services in such circumstances and Nimans shall not be responsible for any charges in relation to the redirection of traffic to another operator. For example, if a customer was to lose service the inbound call routing could be temporarily redirected at network level to a mobile phone or alterative premises to provide temporary continuation of inbound calls.

2.2 Nimans will endeavour to remedy Service Faults in accordance with the following Service Levels:

| Product Area | Severity | Response Time | Resolution Time |
|---|---|---|---|
| **E-LG Platform** | Critical (Total Loss of Service effecting multiple resellers or services) | 2 Working Hours | 6 Working Hours |
| | Major (Loss of Service effecting a single reseller or service) | 4 Working Hours | 8 Working Hours |
| | Minor (Disrupted or intermittent service) | 4 Working Hours | 3 Working Days |
| **SIP Trunk Network** | Critical (Loss of Service effecting multiple resellers / services) | 2 Working Hours | 6 hours |
| | High - Loss of Service effecting a single reseller or service | 4 Working Hours | 10 hours |
| | Medium - Disrupted Service effecting multiple or single resellers or services | 4 Working Hours | 3 Working Days |
| | Low - Single number destinations or Quality of Service effected | 4 Working Hours | 7 Working Days |

2.3 At all times Nimans recommends that a Reseller raises issues defined as a Critical Service level by telephone to help guarantee immediate attention and response.

2.4 Service Requests are managed according to the priority of the issue. Priority categorisation will be at the sole discretion of Nimans.

### 3. Exclusions

3.1 Supplier SIP Trunk Network unavailability will not include any unavailability resulting from:

(a) Maintenance of Supplier Network;

(b) an interruption during any period when the Customer elects not to release the Services for testing or repair and continues to use the Services on an impaired basis;

(c) interruption during any period when the Customer has not released the Services to Maintenance or for implementation;

(d) the failure or inadequacy of the Customer's applications, equipment, or facilities;

(e) interruptions due to failure of equipment provided by the Customer or other third party on behalf of the Customer;

(f) acts or omissions of the Reseller or the Customer (including the provision of inaccurate information knowingly or unknowingly), or any use or user of the Services authorised by the Customer or the Customer caused outages or disruptions;

(g) where the Services are suspended in accordance with the Master Reseller Agreement; or

(h) local loop outages or Services interruptions.

3.2 Nimans accept no liability or offer any support for third party products connected to the Ericsson-LG Cloud platform. Third party products include, but are not limited to, Local Area Network hardware, routers, SIP devices, ATA's, Session Border Controllers, WLAN, mobile devices, etc.

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**Appendix D**

**Charges**

**Product Charges**

1.1 Nimans shall use reasonable endeavours to ensure pricing for the Services remains competitive and in line with comparable services.

1.2 Nimans shall make available to the Reseller the latest iteration of its price list, which will be updated from time to time. The Reseller shall use this when placing orders and quoting its customers.

1.4 Product and Licence charges are calculated based on the agreed Minimum Term. For example, 30 days rolling, 36 month commitment or 60 month commitment.

2. **Other Charges**

2.1 In addition to Product and Licence Charges there may be, from time to time, other charges or costs which Nimans incurs and Nimans reserves the right to charge these costs to the Reseller.

2.2 In the event of Nimans, its supplier or a third party being required to attend site, it will do so at the cost of the Reseller.

3. **Call Tariff Charges**

3.1 Calls that incur a cost shall be charged in accordance with the Call Tariffs Charges available to the reseller in the Price List.

3.2 The Call Tariff Charges will be based on the applicable rate at the time when calls are initiated.

3.3 The Charges for each Call will be calculated by multiplying the period of the Call, rounded up to the nearest whole second, by the relevant per minute rate and rounding the results up to 3 decimal places of a pound.