

Cloud Voice Services

Service Schedule

The following terms and conditions are additional to those in the prevailing Viatel General Terms and Conditions ("GTC") (either stand alone or contained in a Wholesale or Master Services Agreement signed between the parties), and shall apply where, pursuant to a Customer Order, the Customer orders Viatel Cloud Voice (a Viatel hosted voice and PBX service), hereafter called the "**Service**" as each individual component of the Service may be more particularly outlined in the associated product description).

1. Service Description and Features

- 1.1 The Service requires that the Customer has a Viatel Data Connection service for secure access, and a SIP trunk. A variety of PBX capabilities are within the Service, including inbound/outbound voice calling, voicemail, call routing and hunt groups
- 1.2 Viatel can supply as part of the Order local area network equipment, routers, switches and SIP Phones. It is the Customer's obligation to ensure that any of its equipment connected to the Service is capable of supporting the relevant handsets chosen by the Customer.
- 1.3 Access to the public telephone network is provided as part of the Service.
- 1.4 The basic Service consists of a hosted service which is charged on a monthly based per user. User licenses support a variety of voice features. Connection to Viatel's public voice network is via Viatel's Cloud Voice service, call charges are as set out in the Sip Trunk Order.
- 1.5 Viatel reserves the right to perform any routine or emergency maintenance that may limit or suspend the availability of the Service. Viatel shall provide reasonable prior notice of any such scheduled maintenance. Any suspension in the availability of the Service pursuant to this section 1 shall not be deemed to be a violation by Viatel of any of its obligations under this Agreement

2. Service Limitations

- 2.1 **Emergency Services:** While the Customer is able to use the Services provided to access the national emergency call answering services by dialling 999 or 112 the ability to make 999 or 112 emergency calls cannot be guaranteed. If the Customer uses the Service to make emergency calls, the location information received by the emergency services may be limited to the installation address of the primary telephone line, which may not be the location from which the call originated and incapable of correctly identifying the caller's location to the emergency service. Emergency calls may fail if there is a power failure or broadband connection failure. Wherever possible alternative arrangements should be made and a primary telephone line maintained. The Customer agrees that it is responsible for ensuring that it puts appropriate measures in place to enable all Service users to call emergency services.
- 2.2 **Analog Devices:** Analog modems/fax machines are designed to work with legacy PSTN networks and these devices are not supported on the Service, due to legacy system incompatibility with next generation IP services. Fax calls are similar to analog modem calls. Analog modems are found in items such as bank card verification machines, monitored alarm systems, Sky boxes and lift alarms. In these cases it may be necessary for the Customer to retain PSTN lines where appropriate.
- 2.3 **Unlawful Interference:** The Customer agrees that all connected systems are subject to the potential for unlawful breach or interception by persons unknown to us or by systems and/or software in existence, or not yet invented. Viatel will, operating as a responsible authorised operator endeavour at all times to secure the Customers communications from such unlawful breach or interception; however the Customer accept,

at no liability to Viatel, that these breaches may occur. Viatel will make every effort to restore service, and to investigate, detect and prevent unlawful use in the event of such a breach. The Customer agrees that the Customer will facilitate Viatel in any such efforts to restore the Customers service or to prevent any such unlawful breaches

3. Fraudulent Calls and Artificially Inflated Traffic

- 3.1 Unless prohibited by applicable law or regulation of the jurisdiction of incorporation of the Customer, Customer shall not dispute any charges or withhold payment on the basis that Fraudulent Calls or Artificially Inflated Traffic comprised a portion of the traffic volume. Customer shall be responsible for all charges associated with any Fraudulent Calls and Artificially Inflated Traffic. It is Customer's sole responsibility to take immediate action to block any Fraudulent Calls and Artificially Inflated Traffic.
- 3.2 For purposes of this Agreement, "Fraudulent Calls" shall include, but not be limited to, deliberate exploitation of systemic errors in Viatel's routing system. For purposes of this Agreement, "Artificially Inflated Traffic" means any activity which: (i) has the effect, intended effect or likely effect of preventing Viatel's billing system from capturing any necessary billing information (in relation to the conveyance of a call); (ii) causes incorrect billing by Viatel's billing system, or of an associated party; (iii) any situation where any person or entity is misled into making, receiving or prolonging calls; or (iv) is determined by Viatel, in its sole and absolute discretion, to be bad faith usage of the Services.
- 3.3 In the event Fraudulent Calls and/or Artificially Inflated Traffic causes Viatel to be charged more by its terminating partners than the rate(s) quoted by Viatel to Customer, then in addition to Viatel's right to seek all remedies available to it at law or in equity, Viatel reserves the right to re-rate all such traffic at the higher termination rate for the destination(s) in question and Customer agrees to pay all such re-rated charges.
- 3.4 Customer shall indemnify and hold harmless Viatel and affiliates from and against any claim, cost, damage, demand, liability, loss, penalty, proceeding and reasonable attorney's fees imposed upon Viatel by reason of any claims or damages arising out of or related to any fraudulent use of the Services, including but not limited to Fraudulent Calls and Artificially Inflated Traffic.

4 Fees & Charges

The Charges specified in the Customer Order for the Service and the terms of supply can be amended to reflect, any changes to the requirements or the service level expectations, requested by the Customer.

5 Service Levels and Support

Subject to the terms and conditions of this section 7, Viatel shall provide the Customer with the following terms.

5.1 Service Availability

Viatel's goal is to maintain 100% Service availability, however It is technically impracticable to provide a fault-free Service and Viatel does not undertake to do so.

5.2 NOC Support

Customer will have access to the Viatel support desk 24 x 7 – Ticketing and response. Viatel will endeavour to alleviate majority of issues remotely by telephone, email and portal access.

Viatel will also support all phone related operations, as a second level support service including but not limited to:

- 3CX Software and settings within
- Desk phones, DECT phones, and headsets as supplied or approved by Viatel
- Viatel installed supporting hardware such as PC/Server, switches and routers.

5.3 Support Fee rates

Hourly rates outside of support contract retainer fee:

- €100 per hour onsite support
- €100 per hour (applies to onsite new work – minimum billing by hour)
- €100 per hour applies to remote new work – minimum billing by half hour)
- €150 per hour (applies to out of hours) - (if required)

Customer can purchase from 1 half-day per week or per month in advance, Viatel will schedule the engineer to be onsite. Rate available for half days (including 'New Work') at €300, full days at €600

5.4 Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the Unavailable Service for the monthly billing cycle in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% but equal to or greater than 97.0%	10%
Less than 96.99% but equal to or greater than 95.0%	20%
Less than 95.0%	30%

Service Credits are payable in accordance with clause 1 of the GTC. Service Credits will not entitle you to any refund or other payment from Viatel. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than twentyeuro (€20 EUR). Service Credits may not be transferred or applied to any other account.

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which any of the Relevant Services, as applicable, was in the state of "Unavailable". Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any service interruption exclusion in the GTC.

"Unavailable" and **"Unavailability"** means the Service is unable to carry or connect calls.

A **"Service Credit"** is a euro credit, calculated as set forth below, that we may credit back to an eligible account.

Service credits are only applicable in respect of the non-availability of this Service, and do not apply to the extent the service is unavailable as result access or connection issues.

5.5 Support Response Time

Viatel will prioritise incident tickets raised based on the severity of the incident or request along with the table below.

Priority	Impact	Description	NOC Update
Priority 1	Critical	The Service completely failed or is unavailable causing severe disruption to primary business operations.	Every hour
Priority 2	High	An important element of the Service has failed or is unavailable causing disruption and impact to customer's business operations.	Every 2 hours
Priority 3	Medium	Some services and or functions are degraded causing medium impact and service interruption.	Every 8 hours
Priority 4	Low	Partial service functionality has failed or is unavailable with minimal inconvenience to customers. Business disruption is minimal or not effected.	Every 24 hours

Priority 5	N/A	Services are not impaired; customer is requesting extra or additional function/services or making an inquiry.	5 working days
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6 Outage Reporting and Management

- 6.1** The Customer shall immediately notify Viatel of any suspected interruption to Service (an "Outage") (having made all reasonable enquiry to verify that the underlying fault is the responsibility of Viatel under this Agreement) and provide Viatel with sufficient information and assistance (as required by Viatel) to enable Viatel to restore the Service.
- 6.2** As a minimum, the Customer shall report the fault to Viatel's NOC department by telephone (1890 940 404, 1800 718 518 or +353 (0) 1 2569210) or via e-mail (to: noc@viatel.com) or such other telephone number or e-mail address as may be notified to the Customer by Viatel from time to time and provide the following information in its notice (the "Outage Notice") to Viatel:
- (i) the name, telephone number and e-mail address of the person reporting the Outage;
 - (ii) the Customer contact name, telephone number and e-mail address (if different from above);
 - (iii) the physical location of the Outage (if known);
 - (iv) details (i.e. reference number/address) of each Site(s) affected by the Outage; and
 - (v) any other information available to the Customer that may be relevant to the identification of the Outage and which may assist in locating the Outage and restoring Service.
- 6.3** Viatel will give a trouble ticket fault reference number to the Customer. The trouble ticket fault reference number must be referred to in all subsequent communications concerning the relevant reported fault.
- 6.4** Provided the Customer reports a fault with the Service in accordance with the procedure specified above, Viatel shall take appropriate steps to correct the Fault. More particularly, Viatel shall respond by;
- a. providing advice by telephone including, where appropriate, any tests and checks to be carried out by the Customer; and/or
 - b. where possible, carrying out diagnostic checks from Viatel's premises; and/or
 - c. visiting the site or another point in Viatel's network if Viatel considers this is necessary

7 3CX Licences and additional storage.

- 7.1 3CX**
- 7.1.1 In conjunction with the Services, you may be allowed to use certain software (including related documentation) developed and owned by 3CX or its licensors (collectively, the "**3CX Software**").
- 7.2 Zadara Storage**
- 7.2.1 The 3CX system provides voice recording functionality, subject to caps and limitations as set out in the Viatel Service product data. For Customers who require additional voice recording storage facilities, Viatel can provide same as an additional element of its service offering (the "**Zadara Storage**"). If ordered in the Order Form, it is provided as additional and separate service.

- 7.2.2 As part of, or in connection with, its storage services, Viatel uses, or makes available, certain third party equipment, software and services of Zadara Storage Inc (or its affiliates). Where Customer purchases the Viatel cloud storage offering, the Customer shall be licenced to use the Zadara software in accordance with Zadara's licence terms.

7.3 Additional Licence terms

7.5 If you use the 3CX Software or the Zadara Storage, (collectively the "**Third Party Software**") the licensors of the Third Party Software require that Customer agrees to these additional terms and conditions:

- 7.5.1 The Third Party Software is neither sold nor distributed to you and you may use it solely in conjunction with the Services.
- 7.5.2 You may not transfer or use the Third Party Software outside the Services.
- 7.5.3 You may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Third Party Software.
- 7.5.4 You may not reverse engineer, decompile or disassemble the Third Party Software, except to the extent expressly permitted by applicable law.
- 7.5.5 The licensors of the Third Party Software disclaim, and you agree to waive, to the extent permitted by applicable law, all warranties and any liability of such licensors or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Third Party Software.
- 7.5.6 The licensors of the Third Party Software are intended third-party beneficiary of this clause 7, with the right to enforce its provisions or have them enforced.

THE PARTIES UNDERSTAND, ACKNOWLEDGE AND AGREE THAT ONCE THE CUSTOMER ORDER HAS BEEN SIGNED BY THE CUSTOMER AND ACCEPTED BY VIATEL, THIS SERVICE SCHEDULE WITH THE RELEVANT GENERAL TERMS AND CONDITIONS WILL FORM A LEGALLY BINDING CONTRACT BETWEEN THEM