

Supplementary terms for the supply of Mobile Telephony Services

The Services set out in these Supplementary Terms shall be supplied by VSL to the Client on the terms and conditions set out in VSL's General Terms and Conditions and these Supplementary Terms. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in these Supplementary Terms.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Artificial Inflation of Traffic' means the flow of Calls and or Data to any particular revenue share service which is as a result of the activity of a Subscriber, disproportionate to that which would be expected from good faith commercial practice and usage of the Telephony Services.
- 1.2 'Bolt-On' means an allowance for access to additional services, which is allocated on a per Client basis, with usage shared amongst End Users.
- 1.3 'Bundle' means a subscription to additional features including a monthly usage allowance, for defined Call types, to be used by the Client on a fair usage basis.
- 1.4 'Call' means a signal, message or communication that is silent, spoken or visual which is enabled by the Services provided to the Client by VSL under the terms of this Agreement.
- 1.5 'Call Detail Record' means the record which contains details of a Call, which includes time and duration of the Call, Call origin and Call termination.
- 1.6 'Charge Cap' means the limit (if any) on Call and Data Charges requested by the Client from time to time.
- 1.7 'Communications Act' means the Communications Act 2003 as amended by the Digital Economy Act 2010 and all other re-enactments.
- 1.8 'Data' means any communication of data which is not classified as a Call, including Messaging Services and data uploaded to or downloaded from the Public Internet, which is enabled by the Services provided to the Client by VSL under the terms of this Agreement.
- 1.9 'Emergency Call' means a Call made to either '999' or '112'.
- 1.10 'Emergency Video Relay Service' means a video service for the relaying of Emergency Calls using sign language.
- 1.11 'End User' means a person who with the Client's authorisation uses the Equipment and the Telephony Services subscribed to by the Client.
- 1.12 'Equipment' means hardware including mobile telephone handsets, devices and Femtocell Service equipment, which is approved by VSL for connection to the Telephony Services.
- 1.13 'Excess Use Charges' means Charges for Calls and Data that are made in excess of any Charge Cap that is applicable.
- 1.14 'Femtocell Service' means the Telephony Service Bolt-On that provides Client site-based base stations.
- 1.15 'Fixed Dialling Number' means a number or numbers that have been programmed into the SIM Card such that only that/those number may be accessed via the Telephony Services.
- 1.16 'General Conditions' means the prevailing General Conditions of Entitlement published by Ofcom from time to time pursuant to its powers under the Communications Act.
- 1.17 'GSM Gateway' means any equipment that contains a SIM Card which enables the routing of Calls from fixed equipment to the Telephony Services.
- 1.18 'Helpdesk' means VSL's dedicated team of support specialists.

- 1.19 'Messaging Services' means message communication services, including but not limited to voicemail, email, fax and text-message, and the access and management facilities theretofore.
- 1.20 'Microenterprise or Small Enterprise Customer' means a Client who meets the definition for the same as set out in the General Conditions or is a Not for Profit Customer.
- 1.21 'Minimum Notice Period' means the minimum number of days notice required to terminate this Agreement, as set out on the Order.
- 1.22 'Network' means the communications circuits provided by VSL and its suppliers excluding the Public Internet for the provision of the Telephony Services.
- 1.23 'Not for Profit Customer' means a Client who meets the definition for the same as set out in the General Conditions.
- 1.24 'Ofcom' means the Office of Communications or any competent successor.
- 1.25 'Regulator' means Ofcom and any organisation to which Ofcom has delegated its responsibility for the regulation of premium rate services, or any competent successor thereof.
- 1.26 'Port' or 'Porting' means the transfer of a mobile Subscriber Number from VSL to an alternative supplier or vice versa.
- 1.27 'Porting Authorisation Code' ('PAC') means the reference number to be supplied by or supplied to VSL to enable the Porting of a Subscriber Number away from or to VSL's Telephony Services.
- 1.28 'Primary Access Network' means the 3G and 4G radio access network via which the Telephony Services will connect by default.
- 1.29 'Roam' or 'Roaming' means to access an alternative access network when outside of the coverage area of VSL's Primary Access Network.
- 1.30 'Services' means Telephony Services and Helpdesk.
- 1.31 'Service Limitations' means the Service Limitations set out in the Order.
- 1.32 'Short Notice Price Variable Services' means Service Components which are delivered by third parties and over which VSL has no control of pricing, including Roaming services, international services, personal number services, short codes and Call termination at non-geographic, premium rate or directory assistance service numbers.
- 1.33 'Special Condition' means any special conditions imposed by Ofcom pursuant to its powers under the Communications Act.
- 1.34 'Subscriber' means the person or entity that subscribes to the Services.
- 1.35 'Subscriber Identity Module Card' ('SIM Card') means the card that that contains Subscriber information and which when used with the Equipment enables the End User to access the Telephony Services.
- 1.36 'Subscriber Number' means the number(s) allocated by VSL for use by the Client.
- 1.37 'Telephony Services' means the mobile telecommunications services set out in the Service Schedule.
- 1.38 'Toll Fraud' means a crime where a third party obtains telecommunications services illegally.

2. TERM

This Agreement will be effective from the Commencement Date set out on the Order and shall run until the RFS Date (the 'Run-Up Period') and shall then run for the Minimum Term as set out in the Order and thereafter until terminated by either party according to the provisions of clause 9 hereof.

3. PROVISION OF SERVICES

- 3.1 The Services comprise Telephony Services and Helpdesk as set out in the Order and described in the attached Service Schedule.
- 3.2 VSL shall use reasonable endeavours to provide the Telephony Services twenty-four hours per day, subject to the limitations expressed in this Agreement. However, VSL does not make any

representations as to the accuracy, completeness, compatibility, error-free nature or fitness for the Client's purpose of the Telephony Services.

- 3.3 The Services provided shall include:
 - 3.3.1 The provision of SIM Cards;
 - 3.3.2 The provision of Subscriber Numbers;
 - 3.3.3 The Porting-in of mobile Subscriber Numbers as set out on the Order.
 - 3.3.4 Access to the Network to enable the Client to:
 - a) Make and receive Calls;
 - b) Access Messaging Services;
 - c) Access the Public Internet, including email);
 - d) Make Emergency Calls.
 - 3.3.5 The provision of VSL's Femtocell Service which enables access to the Telephony Services via a fixed broadband or leased line connection in areas of poor signal coverage, as set out in the Order.
- 3.4 VSL shall provide Telephony Services within its Network coverage area in the United Kingdom and outside of its area of Network coverage area, by Roaming, where agreements exist, as published from time to time.
- 3.5 VSL shall make reasonable endeavours to provide access to overseas networks; however:
 - 3.5.1 VSL is not responsible for the performance of such overseas networks and shall have no liability for performance thereof;
 - 3.5.2 The Client accepts that the quality, functionality and coverage of the services offered by overseas networks may be limited.
- 3.6 VSL shall use reasonable endeavours to provide the Helpdesk set out in the Order to the Client, during the hours set out in the Service Schedule attached hereto.
- 3.7 The provision of a basic online itemised billing facility.
- 3.8 During the term of this Agreement, VSL shall be entitled to:
 - 3.8.1 Change the technical specification of the Telephony Services and the manner in which such are delivered to the handsets for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Telephony Services;
 - 3.8.2 Make alterations to the Telephony Services, including changing and withdrawing telephone numbers. Such alterations may result in temporary disruption to the Telephony Services and VSL will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.9 In addition to its obligations set out the General Terms and Conditions attached hereto, VSL also warrants that it and its supplier shall comply with the General Conditions and any Special Condition applicable under the terms of the Communications Act.
- 3.10 VSL cannot guarantee and does not warrant that the Telephony Services will be free from interruptions, including interruption to or degradation of the quality of the Telephony Services due to over-capacity, lack of coverage, features or functionality of the Equipment, regulatory requirements; for operational reasons, or for emergency reasons.

4. ACCEPTABLE USE

- 4.1 The Client agrees to use the Telephony Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by VSL from time to time.
- 4.2 The Client agrees to ensure that the Telephony Services are not used by its End Users to:

- 4.2.1 Make abusive, defamatory, obscene, indecent, menacing, disruptive, nuisance or hoax Calls, email or other communications;
- 4.2.2 Send or knowingly receive emails, uploads or other communications in breach of the rights of third parties, including but not limited to those of quiet enjoyment, privacy and copyright;
- 4.2.3 Send or knowingly receive material that is abusive, defamatory, obscene, indecent, menacing or disruptive;
- 4.2.4 Send or knowingly receive data in such a way or amount so as to adversely affect the Network (or any part thereof) which underpins the Services, its suppliers or third parties;
- 4.2.5 Carry out any fraudulent, criminal or otherwise illegal activity, including but not limited to Artificial Inflation of Traffic;
- 4.2.6 Enable any other service provider to route Calls, emails or other communications through VSL's Network.
- 4.2.7 Connect a GSM Gateway or any other equipment that is not approved by VSL to the Telephony Services;
- 4.2.8 Route voice over IP or any other traffic through VSL's Network via a GSM Gateway;
- 4.2.9 Obtain access to restricted areas of the Network;
- 4.2.10 Excessively use, either Calls or Data down/upload from the Public Internet in breach of fair use;
- 4.2.11 In any manner which in VSL's reasonable opinion brings VSL's name into disrepute;
- 4.2.12 Engage in conduct which amounts to improper or persistent misuse of a public telecommunications network or service within the meaning of sections 127 and 128 of the Communications Act;
- 4.2.13 Knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;
- 4.2.14 Falsify true ownership of software or data contained in a file that the Client or End User makes available via the Telephony Services;
- 4.2.15 Falsify user information or forge addresses;
- 4.2.16 Act in any way which threatens the security or integrity of VSL's Network or of any computer system;
- 4.2.17 Violate general standards of internet use, including but not limited to denial of service attacks, web page defacement and port or number scanning;
- 4.2.18 Access age-restricted services if the End User is under eighteen years of age;
- 4.2.19 Show content from age-restricted services to any person who is under eighteen years of age.

5. CLIENT'S OBLIGATIONS

During the term of this Agreement, the Client shall:

- 5.1 Pay all additional Charges levied by VSL, including but not limited to those arising from Call and Data Charges incurred by the Client; and
 - 5.1.1 The Client undertakes to pay all Call and Data Charges including those incurred by unauthorised access to or use of the Telephony Services, including but not limited to use of unbarred premium rate numbers and rogue diallers.
- 5.2 The Client warrants that the SIM Cards shall only be used by the Client's End Users with the Client's authorisation.
- 5.3 If a SIM Card or other Equipment is damaged, lost or stolen, the Client shall notify VSL as soon as is reasonably practicable; and

- 5.3.1 The Client shall be liable for all Call Charges up to the time that VSL is notified of any damage, loss or theft;
- 5.3.2 VSL shall be entitled to make a charge for a replacement SIM Card.
- 5.4 Agree that it shall only use the SIM Cards in approved Equipment to access the Telephony Services.
- 5.5 Accept that if it uses the SIM Cards in equipment that does not comply with the provisions of sub-clause 5.4:
 - 5.5.1 If such use in the reasonable opinion of VSL is causing disruption to the Telephony Services, VSL shall be entitled to suspend the provision of the Telephony Services forthwith;
 - 5.5.2 VSL shall not have any liability for damage caused to such unauthorised equipment.
- 5.6 Grant VSL, its suppliers and any third-party network suppliers a royalty-free, world-wide right to store, transmit, and otherwise process any content that is uploaded via the Telephony Services.
- 5.7 Comply with all applicable laws and regulations in the jurisdiction in which the Telephony Services are accessed, including, but not limited to data protection, code of conduct and for use in the United Kingdom, those issued by the Regulator.
- 5.8 Notwithstanding the provisions of sub-clause 6.6, it is the sole responsibility of the Client to manage Calls and Data transfer within the limits set out in the applicable Bundle and it is the sole responsibility of the Client to pay all Charges that arise from Calls and Data transfer (whether with the authorisation of the Client or not) in excess of such limits.
- 5.9 Notwithstanding the provisions of sub-clause 5.8, if the Client exercises its entitlement to instruct VSL to apply a Charge Cap to one or more Subscriber Numbers, the Client agrees to instruct VSL at the commencement of this Agreement (using the Order) or at any time thereafter, by raising as supplementary Order.
- 5.10 At the commencement of this Agreement or at any other time as requested by VSL, provide Porting Authorisation Codes to enable VSL to Port Subscriber Numbers into the Telephony Services.

6. VSL'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, VSL shall:

- 6.1 Provide the Services set out in this Agreement, subject to any Service Limitations set out in the Order and Service Schedule.
- 6.2 Make available a Helpdesk that shall provide support and guidance in the use of the Telephony Services and manage the resolution of all Services-related Faults.
- 6.3 Respond to Fault reports made by the Client and make reasonable endeavours to repair any Fault that is within the Network or directly caused by VSL, its employees, agents, subcontractors or suppliers:
- 6.4 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons VSL may place on the Telephony Services.
- 6.5 In response to specific requests from the Client, use reasonable endeavours to Port Subscriber Numbers into the Telephony Services. Such Porting shall be subject to:
 - 6.5.1 The Client providing the relevant PAC numbers in a timely fashion; and
 - 6.5.2 The limitations set out in sub-clause 11.3.
- 6.6 Subject to the limitations set out in clauses 14.3 and 14.4, suspend access to the Telephony Services in the event that the Charge Cap is exceeded.
- 6.7 On termination of this Agreement, provide Porting Authorisation Codes to the Client to enable an alternative supplier to Port Subscriber Numbers away from VSL.

7. Clause Intentionally Unused

8. GENERAL

- 8.1 The Client acknowledges that title to the SIM Cards and Subscriber Numbers supplied under the terms of this Agreement shall at all times be retained by VSL or its supplier and the Client agrees not to sell, transfer or otherwise re-allocate the SIM Cards to a third party; and
- 8.1.1 The Client agrees to return the SIM Cards to VSL on termination of this Agreement or at any other time that VSL so requests.
- 8.2 The SIM Cards shall be at Client's risk from the time of delivery of the SIM Cards to the Client and if the Client returns such to VSL, until the time of delivery back to VSL; and:
- 8.2.1 VSL shall not be liable for any loss of any kind to the Client arising from any damage to the SIM Cards occurring after the risk has passed to the Client howsoever caused, nor shall any liability of the Client to VSL be diminished or extinguished by such loss.
- 8.2.2 The Client shall report any damaged or otherwise faulty SIM Cards to VSL within five working days of the date of delivery.
- 8.3 Any Equipment that is supplied under the terms of this Agreement may be locked to VSL's Telephony Services. On termination of this Agreement, if the Client wishes to use the handsets or other devices with an alternative service, it is the Client's responsibility to unlock the handsets / devices.
- 8.4 If the Client uses Equipment that is not supplied by VSL, it is the responsibility of the Client to ensure that such Equipment is unlocked from any alternative service before use with the Telephony Services.
- 8.5 Under the terms of this Agreement, VSL will not support any third-party systems, including Blackberry Enterprise Server and Blackberry Enterprise Express Server.
- 8.6 By subscribing to the international Roaming service bolt-on, as set out on the Order, the Client acknowledges that such services are provided without barring and agrees to pay for all Roaming service Charges that falls outside of any Bundles.
- 8.7 If the Client requests paper-based itemised bills, VSL shall provide such and shall make an additional charge, at its prevailing rates, for the provision of such facility.
- 8.8 Upon written notice given by VSL's supplier, VSL's rights and obligations, including all accrued rights and obligations and relevant Personal Data and Confidential Information as required to ensure continuity of service, shall be assigned and transferred to the supplier or to its nominee; and
- 8.8.1 In the event of VSL's default of payment to its supplier, and in the absence of a dispute, the supplier shall be entitled to receive unpaid Charges due directly from the Client.
- 8.9 VSL exercises no control over the data delivered to the Client over the Telephony Services and therefore cannot accept liability for loss or damage caused by malicious data including viruses, Trojan horses or spam.
- 8.10 If VSL carries out work in response to a Fault reported by the Client and VSL subsequently determines that such Fault either was not present or was caused by an act or omission of the Client, VSL shall be entitled to charge the Client at the rate set out in the Tariff.
- 8.11 The Client accepts that the use of call forwarding features will incur Charges as set out in the Tariff.
- 8.12 The Client acknowledges that this Agreement for the supply of Telephony Services is made exclusively between the Client and VSL, and that VSL is acting on its own account and not as an agent of its supplier.
- 8.13 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify VSL against any third-party claims arising from the Client's breach of the terms of clause 4 and sub-clauses 5.2 to 5.4, 5.7 and 5.8 hereof.
- 8.14 The Client accepts that in respect of Emergency Video Relay Services:
- 8.14.1 Access is subject to the limitations set out in sub-clause 3.10;
- 8.14.2 Associated Data usage (which includes Data usage for downloading any App required for access to the Emergency Video Relay Services and Data usage for the use of the Emergency Video Relay Services) will be:

- a) Debited from any bundled Data usage allowance in the same manner as any other Data usage, with any usage in excess of any allowance incurring Charges at the rate set out in the Tariff;
- b) Subject to suspension if any applicable Charge Cap is exceeded.

9. TERMINATION

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
 - 9.1.1 By either party by giving the other not less than the Minimum Notice Period, in writing to terminate on the last day of the Minimum Term or at the end of any calendar month thereafter;
 - 9.1.2 By the Client by giving not less than thirty days' notice in writing to terminate for convenience before the end of the Minimum Term, whereupon the Client shall be liable for Cancellation Charges under the provisions of sub-clause 10.9 of these Supplementary Terms;
 - 9.1.3 If the Client is a Microenterprise or Small Enterprise Customer and VSL makes a Variation other than those contemplated in sub-clauses 22.3, 9.11 and 9.12 of the General Terms and Conditions, and such Variation is, in the reasonable opinion of the Client, disadvantageous to the Client, the Client shall be entitled to terminate this Agreement by giving reasonable notice to terminate on the day immediately before the Effective Variation Date without incurring cancellation Charges.
 - 9.1.4 The Client by giving thirty days' written notice if VSL makes changes to the Services which materially adversely affect the Client;
 - 9.1.5 By the Client by giving thirty days' notice in writing if mid-term, VSL increases Charges for the provision of the Telephony Services, save the following:
 - a) Price changes that are addressed by the provisions of sub-clauses 9.11 and 9.12 of the General Terms and Conditions;
 - b) Price changes to Short Notice Price Variable Services;PROVIDED THAT notice is given by the Client within fourteen days of the effective date of the change(s).
 - 9.1.6 Forthwith by the Client during the Run-Up Period PROVIDED THAT the Client notifies VSL in writing prior to the activation of the Telephony Services;
 - 9.1.7 By VSL with not less than 30 days' notice to the Client if its supplier ceases to provide the Telephony Services.
- 9.2 The Client may request the termination of a Bolt-On by giving 30 days' notice in writing, subject to the provisions of sub-clause 10.9.3.
- 9.3 On termination, all Subscriber Numbers allocated to the Client under the terms of this Agreement shall be transferred to VSL.
- 9.4 Notwithstanding the provisions of sub-clause 9.3, the Client shall be entitled to request the Porting of the Subscriber Numbers to a new provider. Such request should be made initially by the Client to VSL; and in response to such request:
 - 9.4.1 VSL shall issue the Client with a PAC number for each Subscriber Number to be Ported away in accordance with the current regulatory guidelines;
 - 9.4.2 VSL shall charge the Client an administration fee as set out in the Tariff, for each PAC issued;
 - 9.4.3 For the avoidance of doubt, the Client shall be liable for any outstanding Charges, including Cancellation Charges due up to the time the Porting occurs.
 - 9.4.4 Once VSL has issued the PAC number to the Client, it is the Client's responsibility to provide the PAC number to the gaining provider and request the Port.

10. CHARGES AND PAYMENT

- 10.1 In general, invoices for set-up or installation shall be raised by VSL immediately following the Commencement Date, invoices for fixed periodic Charges shall be raised in advance of the relevant period and invoices for all Calls, whether made with the authorisation of the Client or not, during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.
- 10.2 Call and Data Charges shall be set out in the applicable Tariff; and
 - 10.2.1 Call rates in the Tariff are per second. All Calls are charged per second, rounded up to the nearest penny;
 - 10.2.2 The Call rates in the Tariff are based on termination to land-line numbers. VSL will levy additional Charges for calls that terminate to mobile or non-geographic numbers;
- 10.3 Except in the case of demonstrable error, all Charges will be calculated in accordance with data collected by or on behalf of VSL.
- 10.4 Where the Order includes a Bundle, the Client agrees to pay the Charges incurred for all Call types that are not included in the Bundle; and
 - 10.4.1 The use of Bundles and any other un-metered tariff is subject to fair usage;
 - 10.4.2 If the Client subscribes to the automatic Bundle top-up service as set out in the Order, there will be no limit on the number of times a Bundle will be topped-up and the Client agrees to be liable for all automatic Bundle top-up Charges;
- 10.5 Where the Order includes Bolt-Ons, the Client agrees:
 - 10.5.1 To pay the Charges incurred for all Calls and Data, including Roaming, that are included in Bolt-On but not the Bundle;
 - 10.5.2 That all Bolt-Ons are applicable for the Minimum Term and can only be removed from the Telephony Services prior to the end of the Minimum Term subject to the provisions of sub-clause 10.9.
- 10.6 Charges for Roaming services may be made by VSL several months after the Roaming services are used.
- 10.7 Notwithstanding the provisions of sub-clause 10.6, VSL may make Charges for Calls and Data up to twelve months in arrears, and in all cases, the payment terms as set out in sub-clause 9.3 of the General Terms and Conditions shall apply.
- 10.8 The Client acknowledges that the Charges for the Minimum Term are calculated by VSL in consideration inter alia of the setup costs to be incurred by VSL and the length of the Minimum Term offered.
- 10.9 The Client agrees that the Client shall be liable for Cancellation Charges, which shall be paid by way liquidated damages in the event that:
 - 10.9.1 The Client terminates this Agreement for convenience prior to the end of the Minimum Term or VSL terminates this Agreement prior to the end of the Minimum Term by reason of the Client's un-remedied breach of the terms of this Agreement, the Client shall be liable for:
 - a) Payment of all outstanding set up Charges, including repayment of any discount that may have been applied; and
 - b) Payment of any other discounts, subsidies, contributions or benefits that may have been applied; and
 - c) Payment of any Cancellation Charges set out in the Tariff;
 - 10.9.2 The Client terminates this Agreement for convenience during the Run-Up Period, whereupon the Client shall be liable for all set-up costs and cancellation costs incurred by VSL up to the date that VSL received notice of the Client's intention to terminate;
 - 10.9.3 The Client requests the removal of a Bolt-On prior to the end of the Minimum Term.
- 10.10 The Client shall not be liable for termination Charges if this Agreement is terminated by:

- 10.10.1 The Client at the end of the Minimum Term or end of any Additional Term PROVIDED THAT the Client properly serves written notice to terminate, in accordance with clause 9 of these Supplementary Terms and clause 11 of the General Terms and Conditions;
 - 10.10.2 The Client or VSL during the Run-Up Period by reason of VSL becoming aware that will be unable to provide the Services or part thereof;
 - 10.10.3 VSL at any time if it can no longer provide the Services or part thereof;
 - 10.10.4 The Client by reason of VSL's un-remedied breach of the terms of this Agreement;
 - 10.10.5 The Client if a right of termination arises under the provisions of sub-clauses 9.1.3, 9.1.4 or 9.1.5 hereof.
- 10.11 Subject to the limitations set out in sub-clauses 14.3 and 14.4, VSL shall accept liability for the cost of Excess Use Charges that arise due to the negligence of VSL or its employees.

11. LIMITATIONS

- 11.1 VSL may at its sole discretion, for operational reasons, place restrictions on the use of certain Service Components, including throttling access, limiting the size of messages or storage space.
- 11.2 The Client acknowledges and agrees that VSL shall be entitled to withdraw any Subscriber Number that has been allocated to the Client but has remained unused (ie, outbound Calls have not been made) for a period of two consecutive quarters; and the Client agrees:
 - 11.2.1 Not to redirect any unused Subscriber Numbers to live Subscriber Numbers, fax, voicemail or recorded message services;
 - 11.2.2 That VSL or its supplier shall be entitled to check that allocated Subscriber Numbers are in proper use.
- 11.3 If requested by the Client, VSL will attempt in good faith to Port Subscriber Numbers onto the Telephony Services. VSL shall not be liable for any failure of the Porting process that results from the actions or inactions of third parties, or any other reason that is outside of its reasonable control.

12. TOLL FRAUD

- 12.1 The Client is exclusively responsible for the prevention of Toll Fraud.
- 12.2 The Client shall pay all Call and Data Charges whether the Client or a third party (without the authorisation of the Client) incurs the Charges.
- 12.3 The Client agrees to take all reasonable measures to minimise the risk of Toll Fraud, including:
 - 12.3.1 Regularly changing PINs and passwords;
 - 12.3.2 Keeping PINs and passwords secure and confidential;
 - 12.3.3 Keeping SIM Cards and devices securely;
 - 12.3.4 Changing PINs and passwords as appropriate when employees leave;
 - 12.3.5 Not using PINs or passwords such as '0000', '1234', or default PINs/passwords;
 - 12.3.6 Following handset manufacturer's guidelines for keeping handsets secure.
- 12.4 VSL shall not be liable for any losses, costs or damages arising from Toll Fraud.
- 12.5 The Client shall notify VSL immediately if it becomes aware of or has reasonable suspicion that a fraud or illegal misuse may have or will take place:
 - 12.5.1 Upon notification, VSL shall take immediate steps to suspend the relevant part or parts of the Telephony Services and ensure that no further traffic is permitted to / from the affected Subscriber Numbers;
 - 12.5.2 VSL shall not be liable for any Charges or liabilities incurred by the Client prior to the suspension of Telephony Services.

12.6 If, in the reasonable opinion of VSL, the Client's Call profile is or becomes indicative of fraudulent activity, VSL shall be entitled to suspend the Telephony Services immediately without notice.

13. SUSPENSION OF SERVICES

13.1 In addition to the terms set out in clause 12 of the General Terms and Conditions, VSL shall be entitled to suspend the provision of services in the event that:

13.1.1 False or misleading information has been supplied on the Order;

13.1.2 The Client commits any material breach of any terms of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty days of a written request to remedy the same;

13.1.3 VSL in its reasonable opinion, believes the SIM Card to be lost or stolen;

13.1.4 The SIM Card has not been used for two consecutive quarters;

13.1.5 The Charge Cap is exceeded.

13.2 If the Telephony Services are suspended for any reason:

13.2.1 The Client shall be able to make voice-only Emergency Calls; however

13.2.2 Emergency Video Relay Services will not be accessible.

14. EXCLUSION OF LIABILITY

14.1 Subject to and in addition to the provisions of clause 10 of the General Terms and Conditions, VSL shall accept no liability for costs, losses or compensation, whether direct or indirect, arising from:

14.1.1 The use of or reliance upon the Telephony Services;

14.1.2 The failure of or any delay in delivery of discrete services by the Telephony Services, including Calls, Messaging Services, virus detection and alerting services;

14.1.3 The loss or theft of the Client's SIM Cards, PINs or passwords;

14.1.4 Errors in SIM Card programming for the Fixed Dialling Number service;

14.1.5 VSL's inability to provide the Telephony Services for reasons beyond its reasonable control;

14.1.6 Failure by an alternative supplier to Port Subscriber Numbers.

14.2 VSL makes no warranty as to the quality, fitness for purpose or availability of Roaming services provided by third-party operators and expressly excludes all liability in contract, tort including negligence or otherwise in respect of the use of such Roaming services.

14.3 VSL shall only accept liability for the cost of Excess Use Charges if such Excess Use Charges arise directly from the negligence of VSL or its employees.

14.4 For the avoidance of doubt VSL will not accept liability for the cost of Excess Use Charges that arise from events that are outside of VSL's reasonable control, including its supplier's delays to the delivery of Call Detail Records (including delays caused by telecommunication providers outside of the United Kingdom), its supplier's delivery of inaccurate Call Detail Records and atomic Calls or Data transmissions made by the Client or End User that cause the Charge Cap to be exceeded which cannot be identified until the relevant Call Detail Record is created after completion of the Call or Data transmission.

15. ADDITIONAL TERMS FOR THE USE OF FEMTOCELL SERVICES

If the Client subscribes to VSL's Femtocell Service:

15.1 The Client is responsible for providing the broadband / leased line connection to the Public Internet from the Client's site.

15.2 The Client agrees that the Femtocell Equipment must be installed following the guidelines provided by VSL and shall not be installed outside of the United Kingdom;

- 15.3 The Client acknowledges that Telephony Services that are delivered via the Femtocell Service are not a public telephony service and as such only confer limited functionality and resilience regarding public Emergency Calls. Specifically, but not exclusively 999 and 112 emergency numbers will not be available via Femtocell Services in the event of:
- 15.3.1 Power outage at the Client's site;
 - 15.3.2 Failure in the Client's LAN;
 - 15.3.3 Failure / outage of the Telephony Services;
 - 15.3.4 Failure of the Femtocell Equipment;
 - 15.3.5 Failure of the Public Internet.
- 15.4 With regards to its obligations under Ofcom General Condition 4 to make available facilities for placement of public Emergency Calls, the Client undertakes to:
- 15.4.1 At sites where the Femtocell Equipment is installed and relied upon, maintain a means for making Emergency Calls in the event of power outage or failure (howsoever occasioned) of the Telephony Services;
 - 15.4.2 Provide VSL with accurate location details of the Femtocell Equipment and undertake to keep VSL up to date with changes to such details;
 - 15.4.3 Instruct its End Users about the limitations of Femtocell Service-based telephony including that Emergency Calls may not receive the same network priority as Emergency Calls made on fixed line or standard mobile networks and the End User's obligation to provide clear, accurate location information (which may differ from that available to the emergency-services operator) in the event of making a call to the emergency services via the Femtocell Service.

Service Schedule

The following Service Schedule sets out all of the Services that may be provided by VSL. The actual Services to be provided under the terms of this Agreement are listed on the Order attached hereto.

Telephony Services

1. Mobile Calls

The Telephony Services enable the Client to make and receive voice calls and make Emergency Calls.

2. Messaging Services

Messaging services include communications made by text, fax, voicemail, email and any other form of digital messaging.

3. Internet Access

The Telephony Services provide access to the Public Internet.

4. EU Roaming Bolt-On

Roaming allows the Client to access the Telephony Services when travelling outside the UK, by means of accessing alternative networks with whom VSL has Roaming agreements.

5. Femtocell Service Bolt-On

Femtocells are small, low power, fixed-location base stations that provide access to the Network and Telephony Services in areas of poor coverage. The Telephony Services are accessed via the Client's connection to the Public Internet (broadband / leased line).

Non-Network Services

6. Helpdesk

VSL's Helpdesk provides support and assistance in the use of the Services during the hours of cover set out in this paragraph:

- 6.1 Provision of help and guidance in the use and configuration of the Services;
- 6.2 Management of the prompt resolution of Faults raised by the Client;
- 6.3 Provision of work-arounds where possible if full resolution of a Fault requires ongoing or substantial work;
- 6.4 Management of hardware, firmware and software upgrades as required as a result of Faults, routine maintenance or product / service improvement activities by VSL or its supplier;
- 6.5 Escalation management if required in the event of protracted Fault resolution.
- 6.6 Direct Clients shall make requests for assistance by one of the following methods:
 - 6.6.1 By Email to VSL's Helpdesk: support@vslgroup.co.uk
 - 6.6.2 By Telephone to VSL's Helpdesk: 0800 093 3000
 - 6.6.3 Urgent and major Faults should be logged by telephone, not email;
 - 6.6.4 Indirect Clients should make requests for assistance to the Reseller.
- 6.7 The Helpdesk is available Monday to Friday 9.00am to 5.00pm (excluding bank and public holidays).

7. Complaint Handling

7.1 If dissatisfied with any Services-related matter, the Client should make a complaint using the following escalation path. If the complaint remains unresolved, the Client should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Helpdesk	0800 093 3000
2	Service Manager	
3	Account Manager	
4	Operations Manager or Sales Manager	

7.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.