

Voice Services Annex

— Section One: Terms and Conditions —

I. General

I.1. The terms set out in this Annex form part of our Standard Terms (which are comprised of the Main Body Terms, available at www.gradwell.com/terms-conditions/, and all relevant Annexes). The terms in this Annex apply whenever you buy any of our voice telephony services (“Voice Services”). Any conflict between the Main Body Terms, the Annexes and/or any other document expressly referred to in the Standard Terms will be determined in accordance with clause 19.8 of the Main Body Terms.

I.2. All definitions used in the Main Body Terms apply to this Annex.

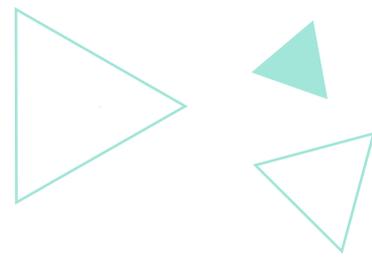
I.3. Any reference to a “clause” is to a clause of the Main Body Terms. Any reference to a “paragraph” is to a paragraph of this Annex.

I.4. Other definitions that appear only in this Annex have the meanings set out below:

- “Extension” means the settings configured on a suitable phone or other appropriate hardware using which you can make and receive calls using Gradwell’s hosted VoIP service;
- “Features” means, in relation to Gradwell Wave, the standard features supplied with each user licence as specified in paragraph 2.4, the standard device licence features specified in paragraph 2.5, and any additional features you choose to add in accordance with paragraph 2.6;
- “SIP channel” means, in relation to our channelised SIP service, the capacity to make or receive one call at a time. Where greater calling capacity is required, for each further concurrent call to be made or received, a further SIP channel will be needed;
- “Trunk” means the internet telephony service you use through which Gradwell VoIP calls can be made and received using your on-site telephony system, typically a private branch exchange (PBX).

I.5. This Annex relates to the following Voice Services:

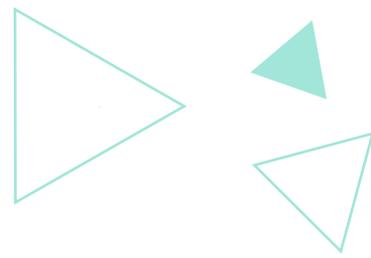
- Single User VoIP
- Multi User VoIP
- Enterprise VoIP/SIP Trunking (inbound and/or outbound)
- Gradwell Wave
- Channelised SIP Trunking (inbound and/or outbound)
- 3CX (a powerful software-based PBX that can be hosted in the cloud or on-site).
- VoIP Add-ons
 - Minutes bundles
 - International phone numbers



- Number porting
- Call forwarding
- Voicemail conversion to email and text
- Memorable phone numbers

I.6. Details of the features and functionality of the different Voice Services are as described below:

- **Single User VoIP:** Single User VoIP is a VoIP service that allows you to use a single phone extension. As part of the service you will receive a UK phone number and a voicemail service.
- **Multi User VoIP:** Multi User VoIP is a version of our VoIP service that provides 10 internal numbers per package purchased. An internal number can either be used as an extension to make and receive calls or a PBX feature such as a hunt group. As part of the service you will receive one UK phone number with the optional to purchase more if required.
- **Enterprise VoIP/SIP trunking:** VoIP trunking services are designed for customers with an existing IP PBX or IP gateway and allows you to make and receive calls to the PSTN. Configuration of the VoIP trunk and the PBX/gateway will be done by you.
- **Channelised SIP trunking:** This is a version of our Enterprise VoIP service sold on a 'per SIP channel' basis, allowing you to add calling capacity to your VoIP service as needed.
- **Gradwell Wave:** (VoIP services which are sold on a 'per licence' basis) as more particularly described at: <https://www.gradwell.com/wave/>.
- VoIP Add-ons:
 - **Minutes bundles:** Some of our phone services allow you to purchase minutes bundles to cover the cost of your phone calls. We will advise the number of minutes and destinations covered by the minutes bundle. Minutes will apply to all calls on the account, no matter what extension they are made from.
 - **International phone numbers:** Use a phone number from another country to make and receive calls. In some cases, you will need to provide proof of residence or trading in that country; we will advise if this is the case. On occasion, a country may change the rules relating to usage of phone numbers in their country. This is beyond Gradwell's control, but if it does happen, we will advise you accordingly.
 - **Number porting:** Retain your existing phone number or number range when you switch to Gradwell, providing that we have a porting arrangement with the original number range holder. We are able to advise on request who the original number



range holder is (which may be different to the current provider of the service). Please contact us for further details on porting and the charges we impose for porting numbers in or away from Gradwell.

- **Call forwarding:** We will provide you with a phone number, and you provide a destination to send calls to (any phone number). The caller pays any relevant charges for dialling your Gradwell-provided number. You will be billed for cost of forwarding the call from our system to your destination phone number (which will vary based on the destination that you select). You cannot make outbound calls from your call forwarding number.
- **Voicemail conversion to email and text:** On a per extension basis, we will translate voicemail to text and send it via email and/or SMS.
- **Memorable phone numbers:** We will provide you with a phone number with an easy to remember number pattern. We have various categories of number based on how easy they are to remember (determined by us). You will be given a choice of memorable numbers based on a list we provide.

1.7. We may from time to time amend the Standard Terms, Charges or Services in accordance with clause 14. Whenever we make such changes, we will update the Website to reflect this.

2. Gradwell Wave

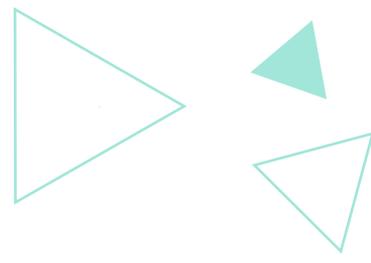
2.1. Gradwell Wave is a version of our VoIP Services charged on a 'per licence' basis — whether user licences or device licences, or a combination of the two (subject to certain restrictions specified below). For example, you may buy 10 user licences from us and we will provide you with the functionality for 10 authorised users (such as your employees) to simultaneously make or receive VoIP calls. Alternatively, you may wish to purchase a device licence so that a deskphone or other compatible device routinely used by more than one person can make and receive VoIP calls. You may buy a combination of user licences and device licences to suit your needs, but the number of user licences must at all times be greater than the number of device licences registered on your Gradwell account (for example three user licences to one device licence).

2.2. The Contract for Wave will start when we issue to you the Order Confirmation in accordance with clause 4.6 of the Main Body Terms.

2.3. The Minimum Contract Period for Wave will be specified by us if we provide you with a Quotation, but will be 24 months unless we specify otherwise.

2.4. Each user licence comes with the following features as standard:

- a) The ability to make and receive calls through a compatible deskphone (bought from us separately), mobile app or softphone application accessed by a web browser;



- b) A UK geographic or non-geographic phone number (starting with the digits 01, 02 or 03) as chosen by you;
- c) Voicemail functionality;
- d) Inclusive minutes bundles available in different packages and which may be pooled across the different user licences and device licences associated with your Gradwell account.

2.5. Each device licence comes as standard with the functionality for you to make and receive calls, but does not come with a phone number or voicemail (although these can be purchased from us separately).

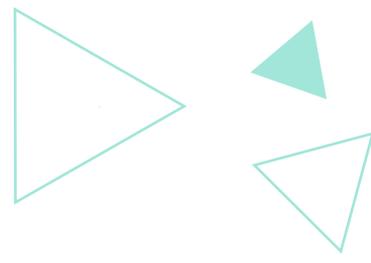
2.6. During your Contract you may purchase from us the following additional features to use with Wave:

- a) Additional phone numbers;
- b) Additional user licences;
- c) An upgrade on the inclusive minutes package to provide you with a greater number of inclusive minutes;
- d) Additional device licences;
- e) Our AWS call recording storage service (under and in accordance with the Call Recording Annex).

2.7. You may add extra user licences, extra device licences or extra features under paragraph 2.6 above to the original licences you purchased from us at the start of that Minimum Contract Period, but you may not reduce the number of user licences, device licences or reduce the Features for the remainder of that Minimum Contract Period. Except where we inform you otherwise, the price of adding each extra user licence or device licence will be the same as each original licence type during the applicable Minimum Contract Period.

2.8. All extra user licences, extra device licences or extra features you choose to add will be coterminous with the original licences and will not affect the duration of the relevant Minimum Contract Period.

2.9. If you wish to amend the number of user licences, device licences or extra features associated with your Gradwell account for the subsequent Minimum Contract Period, you must give us not less than one month's written notice before the end of that current Minimum Contract Period with details of the requested changes. On receipt of that notice and relevant details, we will then make the relevant amendments to the licences and/or extra features so that those changes will take effect from the start of the subsequent Minimum Contract Period.



3. Channelised SIP

3.1. Gradwell's Channelised SIP Service is a version of our Enterprise VoIP service sold on a 'per SIP channel' basis, allowing you to add calling capacity to your VoIP service as needed.

3.2. One SIP channel will allow you to make or receive one outbound or inbound phone call at a time. Where greater calling capacity is required, for each further concurrent call to be made or received, a further SIP channel must be purchased.

3.3. If there are no free channels available, inbound calls will not connect, and you will not be able to make an outbound call (you will hear a busy tone).

3.4. For each SIP channel purchased, you can purchase from us inclusive minutes packages and phone numbers for use with the Service. Details of these, and their associated cost, will be shown on the Order Confirmation.

4. 3CX Services

4.1. 3CX is a powerful open-source phone system with a user-friendly management interface, which can be easily adapted for a diverse set of business needs. Among other things, 3CX:

- a) Works on a 'plug and play' basis with Gradwell's SIP trunks;
- b) Comes with straightforward licensing and setup;
- c) Is able to integrate with CRM systems;
- d) Has 'softphone' functionality through the associated iOS and Android apps; and
- e) Features integrated live chat, instant messaging and calls.

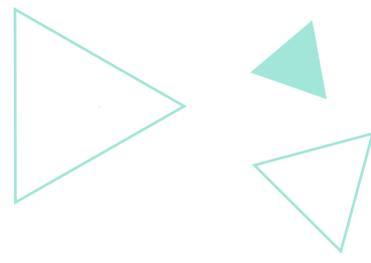
4.2. For the duration of any Contract for 3CX Services, Gradwell shall grant to you a licence to use the 3CX software.

4.3. Providing you comply with the Standard Terms, we grant you, for the duration of all the Contract for 3CX Services, a non-exclusive licence to use the 3CX Software for in connection with our Voice Services. This includes downloading, installing and using the 3CX software on compatible electronic devices, but does not extend to any other activities.

4.4. For the avoidance of doubt, you may not:

- (a) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the 3CX software in whole or in part; or
- (b) sub-licence, assign or novate the benefit or burden of this licence in whole or in part; or
- (c) allow the 3CX software to become the subject of any charge, lien or encumbrance.

4.5. Except as expressly set out in this paragraph 4, all intellectual property in the 3CX software will remain with (as the case may be) Gradwell, 3CX and any relevant third parties specified by 3CX.



4.6. You acknowledge and agree that you must accept and shall at all times comply with the any 3CX end user licence agreement that will be presented to you on screen before you can use the 3CX software and use the 3CX Services.

5. Nature of Voice Services and access to the emergency services

5.1. You acknowledge and agree that the Voice Services:

5.1.1. do not offer all of the features of a conventional phone line or phone service; and

5.1.2. may sometimes be unavailable as a result of things over which we have no control, including (without limitation) the weather, power disruptions and failures of your internet service provider (ISP) or broadband connection.

5.2. Our Broadband Services are designed to enhance the performance of our Voice Services. Where you use Voice Services in conjunction with Internet connectivity provided by a communications provider other than Gradwell, there may be a greater likelihood of connectivity problems. These problems may affect the quality, reliability and robustness of the Voice Services and, in accordance with clauses 11.4 and 11.5, we will have no liability to you for such problems where they are attributable to third party connectivity and/or hardware.

5.3. Your ability to use the Voice Services to make emergency calls by dialling 999 or 112 may be affected by the issues listed under paragraph 5.1.2. **As a result, you should always ensure you have an alternative means of calling the emergency services (such as a mobile phone).**

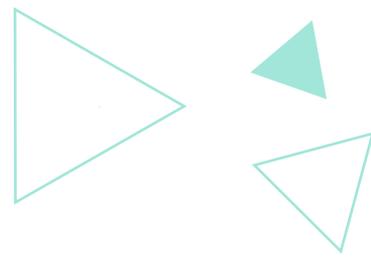
5.4. Because of technical constraints and the fact the Voice Services may be used from various locations, your location information may not always be available to the emergency operator and you may need to provide your location information and phone number verbally.

5.5. You can only use the Voice Services to call the UK-based emergency services and you cannot use the Voice Services from outside of the UK to make emergency calls.

5.6. For each Voice Service Extension or Trunk that you use, you must register with us the physical location where you will be using it. You must keep your location details up to date by updating it as necessary using the Control Panel. Failure to keep your Voice Service location details up to date may result in emergency services being despatched to the incorrect address.

5.7. **Please note that if we suspend or terminate the Voice Service in accordance with the Standard Terms, you will not be able to use the Voice Service to call the emergency services.** However, you can still make emergency calls using the Voice Services where you have run out of credit on your Gradwell account.

5.8. We will have no liability whatsoever for any consequences of incomplete or inaccurate location data that you have registered with us being passed to the emergency services.



5.9. You must inform all your users of the Voice Services of the information set out in this paragraph 5.

6. Your responsibility to use Voice Services securely

6.1. You are responsible for using Voice Services in line with the information contained in the following two documents and in accordance with any other relevant security advice we may publish on our Website or send to you from time to time:

- [Gradwell knowledge base article on protecting VoIP accounts from fraud](#)
- [ITSPA - Recommendations for secure deployment of an IP-PBX](#)

7. Number porting compensation policy

7.1. Compensation may be available if your number port to Gradwell is delayed.

7.2. To be eligible for compensation:

7.1.1. You must receive Voice Services solely for use in your personal capacity (i.e. other than within a business context); and

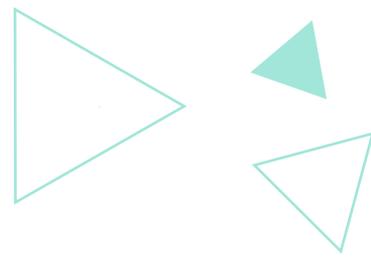
7.1.2. There must be a qualifying delay in porting your telephone number(s) to us (as explained below).

7.3. Where we approve your request to port your number to us, we will confirm the scheduled porting date to you in advance (“Porting Date”). A qualifying delay occurs where your number port is not activated within one Working Day of the Porting Date. If this happens, for each day by which the Porting Date is missed, we will pay you 1/40 of the Gradwell porting fee you paid for the relevant porting order. Please note that the compensation is paid on a per order basis and not per number.

7.4. Compensation will not be paid automatically. To enquire whether you are eligible for compensation, you should email porting@gradwell.com within 30 days of the date on which the relevant number port was activated.

8. Ownership of telephone numbers

8.1. Without affecting your rights relating to number portability set out under Law, you will not own any phone number we allocate to you or you port in, nor will you have any right to sell any such number.



9. Call data records

9.1. An itemised record of the calls you make using the Voice Services is available via the Control Panel (“Call Data Records”). Call Data Records which have not been invoiced are not final and may be validly amended by Gradwell to account for recording or calculation errors up to the point at which we send you an invoice relating to the relevant Call Data Records.

10. Directory listings

10.1. We will not include your name, address and phone number in any public phone directories unless you ask us to. Where you ask us to arrange such a listing, we will provide you with further details, including any fee we will charge.

— Section Two: Pricing —

11. Pricing

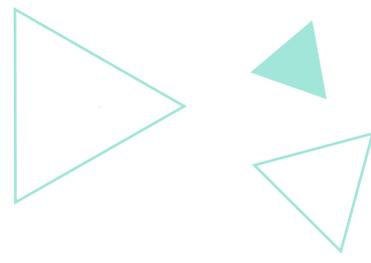
11.1. Details of all prices and Call Tariffs set out on our Website, the Control Panel or on any Quotation are exclusive of VAT.

11.2. The prices for our Goods and Services (except Call Tariffs) will be those which:

- a) are set out on the Website at the date on which the Contract is formed; or
- b) where we send a Quotation to you, as set out on the relevant Quotation,

which, in either case, will be confirmed on the Order Confirmation in accordance with the Main Body Terms.

11.3. The prices we will charge you for making outbound calls using the Voice Services (the Call Tariffs) are set out on the relevant page of the Control Panel.



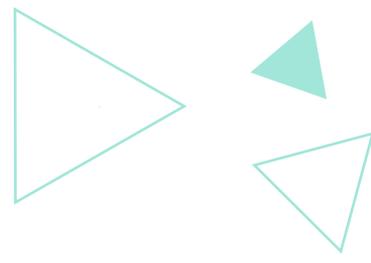
— Section Three: Service Level Agreement —

Service Level Agreement (SLA) for Voice Services

12. Definitions

12.1. In this section three, the following terms shall have the meanings set out below. All other definitions have the meanings given to them in the Standard Terms.

- **“Availability”** means that the relevant Voice Service is functioning normally and is capable of being used such that you can make or receive a voice telephone call using it (and ‘Available’ shall be construed accordingly);
- **“Excused Outage”** means, in relation to the relevant Voice Service, that it is subject to planned or emergency maintenance, or is affected by an event of force majeure (as defined in the Main Body Terms);
- **“Incident”** means a fault or other problem affecting the Voice Services (for reasons other than an Excused Outage) that causes the Voice Services to not be Available;
- **“Parked Time”** means:
 - time we spend waiting for you to respond to a request for information without which further action to Resolve the Incident cannot be taken (determined by us, acting reasonably); and
 - time we spend waiting for you to comply with our reasonable instructions (including, but not limited to, giving us or our Wholesale Supplier access to the relevant Site on reasonable request);
- **“Resolution”** or **“Resolved”** means where the relevant Incident comes to an end when Gradwell determines at its sole discretion (acting reasonably) that the problem comprising the Incident has been fixed or has otherwise addressed such that Availability has been restored to the affected Voice Service;
- **“Site”** means any premise or other location at which the Voice Service is used or where equipment necessary for the proper functioning of the Voice Service is located;
- **“Support Team”** means the support engineers employed or instructed by Gradwell to provide technical support in relation to the Voice Services;
- **“Wholesale Supplier”** means the communications provider(s) from whom we purchase any relevant underlying connectivity services on which the Voice Services are dependent.



13. Service Level commitment

13.1. The service level commitment given in this SLA applies to all of our Voice Services (unless expressly stated otherwise). We offer greater service level commitments in respect of certain Services, which include availability, response and resolution commitments with service credit remedies. Please contact Gradwell's customer services for further details if you are interested in purchasing a higher SLA standard.

13.2. Subject always to paragraph 13.3, Gradwell targets that the Voice Services will be Available for 99.99% of the time (excluding all Parked Time and that which is covered by an Excused Outage).

13.3. Gradwell shall use its reasonable endeavours to achieve the target availability figure stated in paragraph 13.2, but Gradwell shall have no liability to you where we fail to achieve the target. For the avoidance of doubt, you will not be eligible for service credits or any other form of remedy where Gradwell fails to achieve the target availability figure. Gradwell's failure to achieve the target availability figure shall not constitute a breach of any relevant Contract.

13.4. Gradwell shall use its reasonable endeavours to Resolve any Incident properly reported to us as quickly as possible (working, where appropriate, with our relevant Wholesale Suppliers), but Gradwell gives no commitment, undertaking or other assurance as to the time within which an Incident will be Resolved.

13.5. You may report an Incident to our Support Team by either:

13.5.1. Emailing our advertised support email address (which can be done 24 hours a day, 7 days a week); or

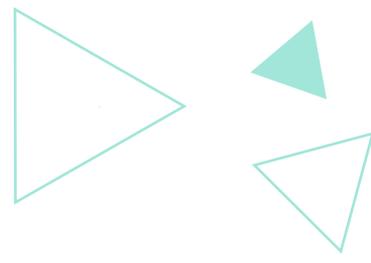
13.5.2. phoning us on our advertised support numbers during the hours of 08.00 to 18.00 on Working Days (excluding public holidays). (A 'reasonable efforts' support service is provided outside of these hours, but it is provided without any commitment, undertaking or other assurance.)

13.6. When reporting the Incident, if you fail to provide information in sufficient detail, we will notify you if we cannot investigate the problem and the Incident will enter Parked Time until the information we request has been provided.

13.7. We will use our reasonable endeavours to provide you with regular progress updates in respect of the Incident while a Resolution is pending.

13.8. The service level commitments given in this SLA do not apply where the Incident is caused by the configuration of, or fault in, any customer equipment or hardware used in conjunction with the Voice Service (determined in our sole discretion, acting reasonably).

14. Maintenance



14.1. In the event that it becomes necessary to perform maintenance on the Voice Service, we will use our reasonable endeavours to:

- 14.1.1. provide you with as much notice as possible of the maintenance to be performed (such notice to be communicated by means of the Gradwell status webpage at www.gradwellstatus.com which you can visit and subscribe to); and
- 14.1.2. conduct the maintenance in such a way as to minimise the adverse impact the maintenance might have on you.