**Terms OF USE FOR RESELLER CLIENTS**

1 **INTRODUCTION**

1.1 For the purpose of this Schedule, the Parties agree:

1.1.1 The Supplier is Sip Communications Limited, and the Supplier provides Services to the Reseller for reselling to the Reseller Client, the ultimate user of the Services.

1.1.2. The scope of the Supplier Services and all definitions are detailed in the applicable Reseller documentation and the Reseller is required to pass these Terms of Use through to their Reseller’s Client, the user of the Services. The Reseller and the Reseller Client shall further agree to align the terminology used in this Schedule with the Reseller’s Client terms and conditions.

2 **PROVISION OF THE SERVICE**

Site Preparation, Access, Delivery and Installation

2.1 In the event the Supplier requires to access the Reseller’s Client Site for the purposes of performing its obligations under this Contract, Reseller’s Client shall:

2.1.1 prepare the Reseller Client’s Site according to any reasonable instructions Supplier may give and to provide Supplier with reasonable access to the Reseller Client’s Site for the purposes of performing its obligations under this Contract.

2.1.2 provide, at its expense, a suitable place and conditions for Purchased Equipment (where applicable), and, where required, continuous mains electricity supply and other service connections and environmental conditions as may be specified by Supplier or set out in the manufacturer’s literature.

2.1.3 ensure, if the Reseller’s Client’s connectivity method utilises the third party public internet, the that the connectivity is suitable for the Services, fit for purpose and Supplier shall have no liability for any failure or delay in providing the Services, in whole or in part, due to the unsuitability of such connectivity.

2.1.4 meet the Supplier’s reasonable safety and security requirements, which as a minimum would meet the applicable health and safety at work legislation, when on the Reseller’s Client’s Site. If the Reseller’s Client or Supplier damages the other’s equipment while on the Reseller’s Client’s Site, it must repair or replace the damaged equipment as soon as reasonably practicable.

2.1.5 be responsible for restoring the Reseller’s Client’s Site, after any access and installation has been undertaken by Supplier at the Reseller’s Client’s Site.

2.1.6 obtain any permission, to include Third Party wayleaves and the like, needed for Supplier to install the Purchased Equipment on the Reseller Client Site or any premises at which the Purchased Equipment may be located as identified in the applicable Purchase Order.

2.2 The comply with paragraph 6 of this Schedule in respect of any applicable Third Party Software.

3 **REGULATIONS AND USE OF THE SERVICE**

3.1 The Reseller’s Client equipment must be:

3.1.1 technically compatible with the Services and not harm Supplier’s network, Third Party network or another customer’s equipment;

3.1.2 connected using the applicable Supplier network termination point or other Supplier approved process, and used in compliance with any relevant Supplier instructions, standards or Applicable Laws; and

3.1.3 adequately protected against Viruses and other breaches of security.

Proper use

3.2 The Reseller’s Client shall not, use the Services:

3.2.1 in any way that is unlawful or in contravention of any licence, code of practice, instructions or guidelines issued by an Authority, Third Party’s rights or any applicable acceptable use policy; or

3.2.2 to send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive; or

3.2.3 to establish, install, operate or use a Gateway; or to participate in any other activity or conduct which may result in Artificially Inflated Traffic; or

3.2.4 in any way Supplier reasonably considers is or is likely to be detrimental to the provision of the Services to the Reseller and/or to any of Supplier’s other customers; or

3.2.5 In violation of any applicable fair usage policies.

3.3 The Reseller’s Client shall comply, with Supplier’s reasonable instructions regarding security or safety of the Services.

Security

3.4 The Reseller’s Client is responsible for the proper use of the User Security Details, if any, and the Reseller’s Client shall take all necessary steps to ensure they are kept confidential, secure and not made available to unauthorised persons in accordance with the Supplier’s Password Policy (a copy of which is available at www.sipcom.com).

3.5 If the Reseller’s Client believes that any User Security Details are or are likely to be used in an unauthorised way, the Reseller Client must inform Supplier immediately. The Reseller’s Client shall not, change or attempt to change a Username without Supplier’s prior agreement.

3.6 The Supplier does not guarantee the security of the Services against unauthorised or unlawful access or use. If Supplier believes there is or is likely to be a breach of security or misuse of the Services, Supplier may:

3.6.1 change and/or suspend the User Security Details (and notify the Reseller’s Client via the Reseller that it has done this); or

3.6.2 require the Reseller’s Client as applicable to change the User Security Details.

Internet Access

3.7 Where the Services allow access to the internet the Reseller’s Client understands and agrees, that the use of the internet is at the Reseller’s Client own risk.

Operations

3.8 Occasionally Supplier may:

3.8.1 change the telephone numbers given to the Reseller’s Client when instructed to do so by an Authority or Third Party that controls the numbers, or the way Supplier provides the Services, provided that any change to the way Supplier provides the Services does not significantly, in the reasonable opinion of Supplier, affect the performance or functionality of the Services; or

3.8.2 interrupt or suspend all or part of the Services, without prior notice:

3.8.2.1 to comply with an order, instruction or request of any Authority;

3.8.2.2 if the ability of Supplier and/or a Third Party to connect to any, Reseller’s Client and/or any third party services, network or software is withdrawn or compromised or suspended for any reason;

3.8.2.3 where it reasonably believes the Reseller’s Client is in breach of these Terms of Use;

3.8.2.4 where a Third Party suspends, limits or interrupts the Services (in whole or in part) as a result of the acts or omissions of the Reseller and/or Reseller’s Client;

3.8.2.5 following, where reasonably practicable, prior notice to make any change, modification, enhancement, replacement of or additions to any Services in accordance with change control in your agreement with Reseller;

3.8.2.6 where Supplier, or a Third Party, in its sole opinion, suspects fraudulent telephone activity; and

3.8.2.7 following, where reasonably practicable, prior notice, to undertake planned or emergency Maintenance or testing.

3.9 In the event that Supplier interrupts or suspends all or part of the Services in accordance with paragraph 3.8.2, Supplier shall use its reasonable endeavours to restore the Services as soon as reasonably practicable once the issue that caused such interruption or suspension has been resolved.

3.10 Supplier shall be entitled, by giving the Reseller’s Client such advance notice as is reasonably practicable, to change, modify, enhance, replace or make additions to any of the Services to accommodate:

3.10.1 changes that are mandatory, as a result of direction or communications from a Third Party and/or Authority;

3.10.2 upgrades and updates to the licences and/or software that form part of the Services; and

3.10.3 any other changes that Supplier believes in its absolute discretion is reasonable to ensure the Services remain up to date, reliable, secure and suitable for use by the Reseller’s Client.

Telephone Numbers

3.11 Subject to the Applicable Laws and the Authority, the Reseller’s Client can transfer numbers to Supplier to use with the Services or acquire numbers from Supplier to use with the Services. However, if the Reseller’s Client wants to transfer numbers to a new service provider at any time, then an administrative charge per number, in accordance with Supplier’s then current rate card (available on request), will be payable by the Reseller’s Client to the Reseller for onward payment to the Supplier prior to the transfer process commencing. Thereafter Supplier will promptly deal with the number transfer request.

3.12 The Supplier will, when provisioning any telephone numbers, utilise the appropriate Reseller’s Client Site associated with the telephone numbers when populating the required emergency location details with the applicable number provider, unless the Reseller provides written notice of any other applicable location address. The Reseller Client is fully responsible for providing and maintaining accurate emergency location details of all Reseller’s Client telephone numbers and these details must be provided to the Supplier prior to the estimated delivery date for the Services and any subsequent changes must be promptly notified by the Reseller’s Client to the Supplier via the Reseller in writing. The Supplier cannot accept any liability for the Reseller Client’s failure to provide this information in a timely manner to enable the Supplier to affect such change.

3.13 The Services provided by Supplier are configured to make and receive local, national, special rate, including emergency services, freephone and non-geographic numbers, and international calls and is dependent on the in-country local telecommunications operator. Supplier will use its reasonable endeavours to ensure this service is always fully available, but it cannot guarantee this and cannot be liable for any non-availability or service limitations caused by a Third Party delivering elements of the Services.

3.14 Given the limitations of the Supplier network some in-country local telecommunications operators will not provide access to certain in country local number facilities (including, without limitation, emergency services, freephone and non-geographic numbers). In this instance, Supplier will identify this to the Reseller and provide limited functionality numbers if requested by the Reseller in writing to do so.

Third-Party Conditions

3.15 The Supplier may, with the prior knowledge of the Reseller and/or Reseller’s Client, utilise a Third Party to deliver elements of the Services. Such Third Party’s typically have User conditions, including but not limited to Flow Down Terms and Licensed User Agreements as set out in applicable Purchase Order, that will apply to the Reseller and/or Reseller’s Client and as such are incorporated within and may take precedence over this Contract (“Third Party Conditions”). The tReseller and the Reseller’s Client accepts, the Third Party Conditions prior to the Services being activated and acceptance of the Third Party Conditions is a condition of such Services being provided.

4 **RESELLER CLIENT OBLIGATIONS**

4.1 In respect of each agreement entered into between the Reseller and Reseller’s Client, the Reseller’s Client agrees that it is not permitted to resell the Services and accordingly warrants that it shall not resell or permit the use of the Services by any Third Party.

4.2 The Reseller’s Client shall:

4.2.1 ensure it has suitable licences in place for any Third Party Software required (which is not procured or provided by the Supplier) to allow the Supplier and its subcontractors to provide the Services;

4.2.2 co-operate with Supplier in the provision of the Services;

4.2.3 provide, in a timely manner, access to such information, data, premises, personnel, office accommodation and other facilities as Supplier may reasonably require for the performance of the Services;

4.2.4 allow Supplier the use of any equipment to the extent necessary to enable it to provide the Services;

4.2.5 ensure that any equipment necessary for the provision of the Services (which is not procured or provided by the Supplier) and IT system is Virus free;

4.2.6 ensure that it has access to a fast and resilient internet service;

4.2.7 be responsible (at its own cost and expense, unless otherwise agreed) for preparing the Reseller Client Site(s) for the supply of the Services;

4.2.8 promptly notify Supplier in writing of any changes to the number of Users or to the IT system, any such change to be made pursuant to this Contract;

4.2.9 ensure that payment on all manufacturing warranties relating to any equipment necessary for the provision of the Services (which is not procured or provided by the Supplier) is up to date;

4.2.10 ensure the operability of any equipment necessary for the provision of the Services (which is not procured or provided by the Supplier)in line with industry standards and vendor original equipment manufacturer (OEM) guidelines;

4.2.11 maintain and allow Supplier continuous global admin access to the Reseller’s Client relevant Microsoft cloud services portals for the duration of this Contract, where this is required by the Supplier to deliver the Services;

4.2.12 shall comply with the terms of any Third Party Conditions (if applicable); and

4.2.13 where necessary, support Supplier with escalations and resolution of incidents in accordance with Third Party service levels detailed in the relevant Third Party Conditions.

4.3 In the event that Supplier requires the decision, approval, consent or any other communication from the Reseller’s Client in order to continue with the provision of the Services or any part thereof at any time, the Reseller’s Client shall provide the same in a reasonable and timely manner.

4.4 If any consents, licences or other permissions are needed from any third parties (such as, without limitation, software or hardware licensors, landlords, local authorities) to enable Supplier to provide the Services, it shall be the Reseller’s Client responsibility to obtain the same in advance of the Services Start Date and for the Term.

4.5 The Reseller Client acknowledges that Supplier’s provision of the Services in accordance with this Contract is subject to the Reseller Client’s fulfilment of its obligations as set out in this Terms of Use document. Supplier shall not be in breach of this Contract and shall not be liable for any failure to deliver the Services or perform its obligations under this Contract to the extent that such failure is caused by the Reseller, Third Party and/or Reseller’s Client (as applicable) (or a third party, on behalf of the Reseller Client’s ) failure to fulfil any of its obligations under this Contract, provided that Supplier:

4.5.1 has notified the Reseller’s Client of such failure or anticipated failure and its likely effect on the provision of the Services and/or on the ability of Supplier to perform its obligations under this Contract; and

4.5.2 used reasonable endeavours to mitigate the effect of such failure or anticipated failure and, where possible, to continue to perform its affected obligations.

4.6 The Reseller’s Client agrees to comply with all Applicable Laws and hereby agrees to indemnify and hold Supplier harmless against any claim for loss, damage, cost, expenses injury or death to Supplier and/or third parties caused by the Reseller Client’s failure to comply with any such Applicable Laws.

5 **SUPPORT AND MAINTENANCE OBLIGATIONS**

5.1 The Reseller’s Client shall, provide co-operation and assistance to the Supplier in the Supplier's efforts to provide Second Level Support and Maintenance. Such co-operation and assistance shall include but not be limited to:

5.1.1 a reasonable level of responsiveness to the Supplier's requirements and communications;

5.1.2 the timely transmittal and release to the Supplier of appropriate and accurate documentation and information;

5.1.3 the prompt review and analysis of the work including testing performed by the Supplier; and

5.1.4 the making of facilities and personnel available to assist the Supplier when and to the extent as is reasonably requested; and

5.1.5 procuring access for the Supplier to use the Reseller’s Client facilities, personnel and systems to assist the Supplier when and to the extent as is reasonably requested.

6 **LICENCE OF THIRD PARTY SOFTWARE**

6.1 Supplier shall procure any Third Party Software required by the Reseller’s Client for the provision of the Services. The Reseller’s Client shall accept and adhere to any Third Party Conditions relating to Third Party Software. Except as expressly set out in the relevant License User Agreement, Supplier expressly excludes any warranty and liability to the Reseller’s Client that the Third Party Software supplied or licensed under this Contract will operate substantially in accordance with, and perform, the material functions and features as set out in the its marketing, sales or other associated documentations. The Reseller’s Client shall remain liable for any and all payments owed to Reseller throughout this Contract and until the end of the respective licence terms for such Third Party Software (the “Licence Fees”).

6.2 Except as expressly stated in this paragraph 6, the Reseller’s Client shall not (and shall not permit any Third Party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Third Party Software in whole or in part except to the extent that any reduction of the Third Party Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Third Party Software with the operation of other software or systems used by the Reseller’s Client, unless the Supplier is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Reseller Client shall request the Supplier to carry out such action or to provide such information (and shall meet the Supplier's reasonable costs in providing that information) before undertaking any such reduction.

6.3 The Reseller’s Client shall not, use any such information provided by the Supplier or obtained by the Reseller and/or Reseller’s Client during any such reduction permitted under paragraph 6.2 to create any software whose expression is substantially similar to that of the Third Party Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

6.4 The Reseller’s Client acknowledges that it is responsible for ensuring that the Reseller’s Client’s equipment, and operating software for such equipment is compatible with the Third Party Software and Supplier gives no warranty in relation thereto unless agreed otherwise in writing between the Parties.

6.5 Except as expressly set forth in the relevant Third Party Conditions and subject to this Contract and to the fullest extent permitted by law, the Third Party Software is provided on an ‘as is’ basis, without warranty of any kind and Supplier expressly disclaims any and all warranties, whether express or implied, including (but not limited to) warranties of merchantability, title, fitness for a particular purpose and non-infringement. In particular, but without limitation, Supplier does not guarantee that the Third Party Software will:

6.5.1 be error free;

6.5.2 function without interruption; or

6.5.3 be of merchantable quality or fit for purpose.

6.6 The Reseller Client shall indemnify Supplier against any Losses incurred by Supplier as a result of the Reseller’s Client failing to comply with the relevant Third Party Conditions.

7 **REPRESENTATIONS AND WARRANTIES**

7.1 The Reseller’s Client shall warrant and represent, that;

7.1.1 it holds valid licences and consents from for all third party’s to make available and permit Supplier to use:

7.1.2 any equipment, including any goods, services or software which are sub-licensed by a third party for use with its equipment, for the purposes of enabling Supplier (and any sub-contractors) to carry out the Services pursuant to this Contract and that such use shall not infringe any Third Party IPR;

7.1.3 it has all the relevant and necessary User licensing in place where it is required to access Supplier’s infrastructure and/or utilise any software;

7.1.4 the Reseller’s Client shall immediately notify Supplier if it becomes aware of any failure by the Reseller’s Client to meet its obligations under this paragraph 7.1 and the Reseller’s Client shall provide Supplier with all assistance reasonably requested to assist in taking all steps to mitigate, remedy or defend any failure to meet the obligations set out in this paragraph 7.1.