

OFCOM REGULATED SERVICES TERMS

1. Introduction

- 1.1 These Ofcom Regulated Services Terms shall be incorporated into each Contract under which Nasstar supplies any Ofcom Regulated Service.
- 1.2 Nasstar does not intend to supply Services to any consumers or individuals who use the Services for personal, domestic or household use. Each Customer shall notify Nasstar immediately if it is a Small Business Customer.

2. General provisions applicable to Ofcom Regulated Services

- 2.1 The Customer shall be entitled to use an Ofcom Regulated Service for its own internal business purposes, provided that the Customer complies with and ensures that its Users comply with the Acceptable Use Policy.
- 2.2 Where Nasstar exercises its rights under the Contract to vary the Charges relating to an Ofcom Regulated Service or to invoice the Customer for additional Charges or Expenses, then the Customer agrees that any such variation of the Charges or additional Charges or Expenses shall not cause any material detriment to the Customer if it:
 - (a) complies with clause 5.10(b) of the General Terms; or
 - (b) amounts to an increase of less than five percent (5%) to the then current Charges; or
 - (c) arises as a result of a Relief Event,unless the Customer is a Small Business Customer and the variation relates to the core subscription price (as defined at Law) under the Contract.
- 2.3 Subject to paragraph 2.2, to the extent that any Nasstar variation to the Contract relates to any Ofcom Regulated Services and is likely to cause the Customer material detriment:
 - (a) Nasstar shall provide at least thirty (30) days' notice of such variation ("**Material Detriment Notice**"); and
 - (b) the Customer may terminate the Contract with respect to the Ofcom Regulated Services immediately by providing written notice to Nasstar within thirty (30) days of the date of the Material Detriment Notice and specifying the reasons for such material detriment.
- 2.4 If the Customer terminates any Ofcom Regulated Services pursuant to clause 2.3, the Customer shall pay all Charges due and payable for the terminated Ofcom Regulated Services up to the date of the Customer's notice terminating the Contract, whether invoiced or not, but shall not be required to pay any other Charges that would otherwise have been due for the terminated Ofcom Regulated Services after the date of the Customer's notice had the Contract been terminated for any other reason. Nothing in this clause shall affect the Customer's liability to pay any Charges due for any other Services that are supplied by Nasstar, whether under the same Contract as the Ofcom Regulated Services or under a different Contract.
- 2.5 Where a Dispute relates to an Ofcom Regulated Service:

- (a) Small Business Customers shall have the right to refer Disputes to the Communications and Internet Services Adjudicator Scheme (**CISAS**) in accordance with Nasstar's complaints handling procedure which is available on the Website; and
- (b) nothing in the Contract will prevent or delay either party from referring that Dispute to Ofcom.

3. Emergency planning

3.1 If Nasstar is required to make or implement any Emergency Planning Arrangements on the request of the Customer, the Customer shall pay Nasstar's reasonable costs incurred in making or implementing such Emergency Planning Arrangements.

3.2 The Customer shall indemnify, keep indemnified and hold harmless Nasstar and its Affiliates against any losses, damages, costs and expenses (including legal expenses) which Nasstar incurs or for which Nasstar is liable as a result of implementing any Emergency Planning Arrangements.

4. Access to Numbers and Services

4.1 Nasstar does not guarantee access to all telephone numbers, except as required under applicable Law with respect to any Ofcom Regulated Services where it is technically and economically feasible for Nasstar or its suppliers to do so. Nasstar shall not be required to provide access to any telephone numbers to which the Customer has asked Nasstar to block user access in specific geographical areas.

4.2 Nasstar or its suppliers may block user access to certain telephone numbers or services where requested to do so by Ofcom on the basis of fraud or misuse.

5. Access to Emergency Services

5.1 Where any VoIP outbound call services or similar services are provided (including using Skype for Business):

- (a) the Customer will need to ensure that users are aware that they will need to inform the operator of their location to ensure the correct emergency services respond;
- (b) the Service may cease if there is a power cut or power failure, or a failure of the internet connection on which the Service relies. This could cause access to emergency organisations via those services to cease;
- (c) calls may not receive the same network priority as a call from a landline or mobile number;
- (d) Nasstar will provide a list of Direct Dialling In (**DDI**) numbers and office locations to the emergency services database in line with industry requirements, connect a call to the emergency services, ensure that the provisioned Command Line Interfaces (**CLI**) is presented to the emergency call operator where technically feasible, cooperate with Emergency Services Organisations where assistance or additional information is required, endeavour to correct faults which occur in our data or telephony networks resulting in the inability for emergency calls to be made; and

- (e) Nasstar or its carrier shall convey emergency calls to one of the relevant carrier emergency centres and shall only hand over such calls to an Emergency Services Organisation if the geographic location of the emergency call can be sufficiently identified. This shall only occur where the emergency call originates from a calling party located in the UK with a telephone number conforming to the National Telephone Numbering Plan either from a geographic number range or from non-geographic number ranges.
- 5.2 Neither Nasstar nor its carriers guarantee or warrant that the Service will be free from faults or errors.
- 5.3 Nasstar may pass all information in its possession relating to the User on to its relevant carrier to the extent that Nasstar is required to do so by applicable Law and/or by contract for inclusion in the emergency services database. The Customer acknowledges that Nasstar's carrier may contact the User in connection with their provision of the same from time to time, and that such information may remain in the emergency services database following termination of the Services. The Customer shall inform all users of the same and obtain their consent if required by applicable Law.
- 5.4 Access to Emergency Services Organisations is not enabled for any Ofcom-Regulated Service that does not enable calls to be made to numbers in the National Telephone Numbering Plan, including general internet access services and network services such as Multiprotocol Label Switching (**MPLS**).

6. Limitations of the Services

There may be circumstances where Nasstar's third party network providers and other suppliers put in place procedures to measure and shape traffic that passes over their network. Nasstar is not involved in and does not have any control over how its third-party network providers or other suppliers measure or shape the traffic that passes over their network including any procedures or processes that may impact on the Ofcom Regulated Services provided to the Customer.

7. Number porting

- 7.1 Certain regulatory requirements apply to number porting in relation to Ofcom Regulated Services provided by Nasstar. If Nasstar delays the porting of a telephone number in relation to an Ofcom Regulated Service (whether from a previous provider or to a replacement provider) for more than one business day (once all necessary validation processes have been completed, the network connection is ready for use by the Customer and Nasstar has given or received a request to activate the porting of the relevant number) or where there is an abuse of porting by Nasstar or on its behalf ("**Number Porting Failure**"), the Customer shall contact Nasstar in accordance with the notice provisions in the Contract and provide details of the circumstances giving rise to the Number Porting Failure.
- 7.2 If Nasstar is responsible for a Number Porting Failure, Nasstar shall provide reasonable compensation to the Customer as a credit against the next applicable invoice, or if no further invoices are due to be issued, Nasstar shall pay such reasonable compensation to the Customer as soon as reasonably practicable. Nasstar shall be entitled to reasonable charges for porting telephone numbers and shall be entitled to invoice the Customer for such charges promptly after receiving a request to port numbers.

8. Artificial Inflation of Traffic

8.1 The Customer shall be responsible for monitoring the profile of calls made by all users for potential fraudulent or bad faith use, including Artificial Inflation of Traffic (**AIT**), and take reasonable steps to prevent such use. The Customer should take note that it is responsible and will be invoiced for all traffic generated from use of the Services.

8.2 The Customer shall not knowingly engage in, assist or allow others to engage in AIT.

9. Automatic Renewals

9.1 No Contract with a Small Business Customer for Ofcom Regulated Services shall be renewed automatically, without the Small Business Customer's consent.

9.2 Where a Contract would otherwise be subject to automatic renewal at the end of the Initial Term or a Renewal Term, Nasstar shall first seek the Small Business Customer's consent before giving effect to the renewal. In the event that the Small Business Customer does not consent to such renewal when requested by Nasstar, Nasstar shall have the right to terminate the Contract or the Ofcom Regulated Service (at its discretion) on written notice to the Customer and such termination shall take effect immediately or on such other notice period as Nasstar may determine at its discretion.

9.3 For the avoidance of doubt, this section 9 shall not apply to any Customer that is not a Small Business Customer.

10. Conflict or inconsistency

These Ofcom Regulated Services Terms shall take priority over any other provision of the Contract if and to the extent there is any conflict or inconsistency between any provision of these Ofcom Regulated Services Terms and any other provision of the Contract.

11. Definitions

11.1 In these Ofcom Regulated Services Terms, unless the context otherwise requires, these terms will be given the following meanings:

"Artificial Inflation of Traffic (AIT)": any increase in traffic or calls to a service that incurs charges to a user, including calls to premium rate services or non-geographic numbers, that is disproportionate to that which would be expected from good faith commercial practice, including by leaving missed calls with users in order to promote traffic or calls to the service;

"Emergency Planning Arrangements": any arrangements for the provision or rapid restoration of such communications services as are practicable and may reasonably be required in disasters (including in any major incident having a significant effect on the general public and in any incident of contamination involving radioactive substances or other toxic materials);

"Ofcom Regulated Service": a Service, the provision of which is regulated by Ofcom, as set out in the General Conditions of Entitlement; and

"Small Business Customer": a Customer who falls within the definition of a Domestic and Small Business Customer in the General Conditions of Entitlement but who is not a consumer or individual who uses the Services for personal, domestic or household use.

11.2 All other terms shall be interpreted in accordance with the Contract.

