

## SUPPLEMENTARY TERMS & CONDITIONS OF SUPPLY

These are the Supplementary Terms and Conditions on which we supply Equipment and services to you which, together with the content of the Order Form and the Standard Terms and Conditions, comprise the terms of the contract between us. The Supplementary Terms which apply to your Order are indicated by the SC codes set out in the Order Form.

Please read these terms carefully when you submit your Order Form to us as they will be binding on you.

Complaints - If you wish to make a complaint, please refer to our Complaints Procedure at [www.infinitygroup.co.uk](http://www.infinitygroup.co.uk)

### BETWEEN

(1) Infinity Technology Solutions Limited incorporated and registered in England and Wales with company number 04330595 whose registered office is at The Coach House, Spencer Mews, Tunbridge Wells, Kent TN1 2PY. (Supplier).

### AND

(2) The customer named and identified in the Order Form (Customer) who shall be contacted using the information provided in the Order Form. If this changes, the Customer must notify the Company as soon as practicable.

In what follows, all capitalised terms shall bear the same meanings as apply in the Standard Terms and Conditions.

### PART 3 – SERVICE CODE (SC) “H” - SUPPLEMENTARY TERMS AND CONDITIONS – HOSTED TELEPHONY SERVICES

These apply in addition to the Standard Terms and Conditions which are hereby incorporated by reference.

1. The Supplier will notify the Customer when installation of the Service has been completed. The Customer will inspect and test the Service for the purpose of Acceptance ("Acceptance Testing"). During Acceptance Testing, the Customer may notify the Supplier by email, telephone or fax of any material non-conformity of the Service.
2. To the extent that such non-conformities will have, in the Supplier's opinion, a materially detrimental effect on the Service, it will use its reasonable endeavours to remedy such non-conformities.
3. Acceptance shall be on an individual site by site basis and shall take place on the earlier of:
  - (a) the Customer's written confirmation to the Supplier or its subcontractor that the Acceptance Testing has been completed; or
  - (b) within five (5) Business Days from the date of the Supplier's notification to the Customer that installation has been completed, or

- (c) where the Customer has notified the Supplier under Clause 1 of any material nonconformities, five (5) Business Days from the date on which the notified non-conformities were remedied, or forthwith upon the Supplier demonstrating that the notified non-conformities do not, in its absolute discretion, have a materially detrimental effect on the Service.
4. Any additional time incurred by the Supplier remedying nonconformities notified by the Customer under Clause 1 above shall, at the Supplier's sole discretion, be reflected in corresponding extensions to the affected timescales in the project plan (if any). Any additional time incurred by the Supplier investigating any notified non-conformities which later are found not to exist, will be charged to the Customer as a professional service on a time and materials basis in accordance with the Supplier's then current standard rates.
5. For the purposes of this Contract, the "Service Demarcation Point" shall mean the point(s) to which the Supplier will maintain the Service(s), typically identified as the point of connection between the access Service and the Hosting Service. The Service Demarcation Point will be based on the different components that make up the Service and how these are deployed. The Service Demarcation Point for the main Hosting service is managed by the Supplier's Session Boarder Controllers (SBCs) within the network. Where the Supplier has supplied the access Service with the Hosting Service, the point of demarcation will be the customer side port on the pre-configured Supplier-supplied router. Where the Supplier provides handsets with the Services ordered then the Demarcation Point will be the Supplier-provided handset. In all cases the Supplier will honour any manufacturer warranty on the handsets.
6. The Supplier will maintain its Service to the Service Demarcation Point.
7. The Supplier does not issue any IP address to be used with this Service. Access to and use of the IP address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. The Supplier reserves the right to withdraw or change the IP address if for any reason the address ceases to be available.
8. The Supplier will provide the Customer with an internet portal account through which the Service can be controlled online. The Supplier shall use reasonable endeavours to maintain (but do not guarantee) access to such account 24 hours in every day on every day of the year and the Supplier shall not be liable for any losses caused by any restrictions in such access.
9. If the Customer requests and the Supplier agrees to upgrade its bandwidth of the underlying access then additional charges will apply and the Supplier will advise the Customer of these at the time.
10. The Service supports 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of connectivity to the internet for whatever reason. In such circumstances the Customer should use a separate line to make the emergency call. Furthermore it may on occasions not be possible for emergency services personnel to identify its location and telephone number so this

information should be stated promptly and clearly by the Customer when making such a call.

11. Where the Supplier provides the Customer with any user based features (including but not limited to auto attendant, hunt group, call park, call pickup, call queue etc) and the Customer requests Activation or provision of additional user-based services or features it is agreed that such additions shall be subject to payment to the Supplier of additional charges due in respect thereof.
12. All Charges due to the Supplier for traffic routed via any IP address to be used with this service shall be paid in full by the Customer by the due date notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of the Supplier or the Supplier's employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by the Supplier. The Customer's attention is also drawn to the provisions relating to authorised use and the Customer's obligations set out in clause 9.3 (h) and (i) of the Standard Terms and Conditions.