

Service Specific Terms – Hosted VoIP

These Service Specific Terms were published on the 1st day of April 2019.
For previous versions, see www.artemis.uk.com/terms.

1 Agreement

- 1.1 Each Order between you and Artemis will incorporate the General Terms & Conditions and any applicable Service Specific Terms (together, the Agreement).
- 1.2 If there is any inconsistency between the various provisions of the Agreement, the following order of precedence will apply, where 1 has a higher precedence than 2 and so on: (1) any agreed amendment/Amendment Notice, (2) Order, (3) Service Specific Terms, (4) General Terms & Conditions.

2 Term

- 2.1 The Service Minimum Period for the Subscribed Service is as set out in the Order.

3 Equipment

- 3.1 Artemis shall take reasonable steps to deliver the Equipment to the Customer within an estimated period. Such period shall commence from the date of receipt by Artemis of all instructions and information required for the execution of the Order. Artemis does not guarantee that Delivery will take place within such period and time is not (and may not be made) of the essence.
- 3.2 The Customer shall be responsible for providing Artemis with any necessary instructions for delivery of the Equipment within a reasonable period prior to the estimated delivery date advised by Artemis to the Customer.
- 3.3 The responsibility for the cost of connection to the PSTN and/or the provision of additional Lines to the public telephone system lies with the Customer.
- 3.4 The Customer shall ensure that a suitable earthed mains electricity supply of 240 volts AC conforming to the Institution of Engineering and Technology's IEE Wiring Regulations in force at the date of Delivery is available for each piece of Equipment within 3 metres of such pieces of Equipment.
- 3.5 The Customer shall prepare the Sites (at its own cost) in accordance with Artemis instructions so that any necessary Equipment can be installed by the Customer.
- 3.6 The Customer shall adhere to the Equipment manufacturer's power and environmental specifications (as published and amended from time to time) and conform to all local electrical code requirements.
- 3.7 The Customer, and not Artemis, shall be responsible for the cost to supply and install any and all infrastructure required to accommodate the power and environmental specifications as specified by the Equipment manufacturer (as published and amended from time to time).
- 3.8 The Customer shall only connect and use Equipment (whether supplied by Artemis or not) connected (directly or indirectly) to or used with the Subscribed Service in accordance with any published instructions, safety and security procedures applicable to the use of that Equipment. Specifically the Customer shall configure any Equipment (whether supplied by Artemis or not) so as to prevent its being used in the commission of criminal offences including the making of fraudulent or bad faith calls.
- 3.9 If Artemis becomes aware that any unsupported equipment is connected to the Subscribed Service, Artemis will serve notice on the Customer requiring the Customer to remove such equipment.
- 3.10 The following items may be required at the Customer's Site before the Subscribed Service can be commissioned:
 - 3.10.1 IP phones or soft phones;
 - 3.10.2 IP Access Circuit and any corresponding data hardware including, but not limited to, router and port switches.
- 3.11 The Customer shall be responsible for all security measures relating to the Equipment.

4 Services

- Artemis shall have no obligation to provide any Subscribed Service unless and until a survey and all necessary testing has been completed by or on behalf of Artemis to ensure that it is possible for Artemis to provide such services. If Artemis becomes aware of any limitations that may impact provisioning or if the Subscribed Service cannot be provided, Artemis will contact the Customer and cancel the affected Subscribed Service without charge.
- 4.1 Artemis' obligations in respect of the Subscribed Service are subject to Artemis determining that any details or information used by Artemis to determine the Charges applicable or any other terms of the Agreement, whether supplied by the Customer or otherwise, are accurate and not misleading.
 - 4.2 Subject to clause 4.5, Artemis will use its reasonable endeavours to provide the relevant Subscribed Service in accordance with the terms of this Agreement.
 - 4.3 The provisioning of the Subscribed Service is governed by third party operators and Artemis relies upon such third party operators' co-operation. Accordingly:
 - 4.3.1 Artemis is not able to, and does not, give any warranty, representation or undertaking as to the speed, quality or validity of any Subscribed Service; and
 - 4.3.2 in the event of a fault occurring in the Subscribed Service, Artemis will use reasonable endeavours to rectify the fault as soon as practicable. However, Artemis shall have no liability to the Customer for any fault occurring, or any interruption to the Subscribed Service whether in contract, tort (including without limitation negligence or breach of statutory duty) or otherwise, howsoever caused (including but not limited to atmospheric conditions; any congestion, fault, interruption or interference with the network, any act or omission by the relevant carrier, or any known or unknown viruses which cause interruption or interference with the network).
 - 4.4 Whilst Artemis will use its reasonable endeavours to provide the Subscribed Service, Artemis draws the following features of the Subscribed Service to the Customer's attention:
 - 4.4.1 the Subscribed Service may sometimes be limited, unavailable or disrupted due to events beyond Artemis' control, e.g. power disruptions, failures or the quality of any connection;
 - 4.4.2 if the Customer uses the Subscribed Service to make Emergency Calls, the location information received by the emergency services will be limited to the installation address of the Site, which may not be the location from which the call originated, and as such the Customer may be required to provide information about the Customer's location to the emergency services to allow them to respond;
 - 4.4.3 Emergency Calls made using the Subscribed Service may fail if there is a power failure or connection failure and the Customer's equipment used to access the Subscribed Service requires mains power to make Emergency Calls;
 - 4.4.4 an Emergency Call made using the Subscribed Service may not receive the same network priority at all points on the network as that which an Emergency Call made on a mobile network or on a circuit-switched fixed line may receive; and
 - 4.4.5 Artemis recommends that the Customer has at least one PSTN line as a back up to the Subscribed Service at each Site.
 - 4.5 The Customer acknowledges that Artemis may for operational reasons introduce Service Features, introduce process changes to improve the quality of the Subscribed Service, upgrade the technical specification of the Subscribed Service upon giving not less than 10 days' notice, provided always that any such changes do not have an adverse effect on the performance or provision of the Subscribed Service.
 - 4.6 Artemis may withdraw Services Features with the Customer's prior written consent, such consent not to be unreasonably withheld or delayed.
 - 4.7 Artemis may withdraw Service Features not activated by the Customer within one (1) month without the Customer's prior written consent.

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- 4.8 The Customer acknowledges and agrees that it is likely that the quality and availability of the Subscribed Service will be materially reduced if the Customer uses bandwidth allocated to the Subscribed Service for any other purposes than making and receiving calls using the Subscribed Service.
- 4.9 The Customer acknowledges that the speed of any broadband element (if any) of the Subscribed Service depends on a number of factors including, but not limited to, distance from the exchange, local availability and line capability. Artemis shall have no liability to the Customer whether in contract, tort (including without limitation negligence or breach of statutory duty) or otherwise if the Customer's line(s) does/do not produce a top speed of the maximum speed advertised.
- 4.10 The Customer shall:
- 4.10.1 remove any Incompatible Services prior to receiving any Subscribed Service;
- 4.10.2 ensure that all calls (save for any calls which must be made via any third party operator by law or regulation) which the Customer makes on any Line that is the subject of Line Rental shall be made using the Artemis Network;
- 4.10.3 indemnify and keep Artemis fully indemnified from and against any losses which Artemis suffers or incurs (whether in contract, tort (including without limitation negligence), breach of statutory duty or otherwise) which arise out of or in connection with a breach by the Customer of clauses 4.10.1 and/or 4.10.2 above.
- 4.11 The Customer consents to Artemis and/or Artemis' third party suppliers contacting the Customer for the purposes of carrying out quality checks for management and training purposes concerning the visit of Artemis and/or Artemis' third party suppliers to the Customer's Site.
- 5 Customer obligations**
- 5.1 The Customer shall:
- 5.1.1 not use the Subscribed Service to make Nuisance Calls;
- 5.1.2 not cause any attachments, other than those that meet the appropriate essential requirements of Regulation 4 of the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 (as from time to time amended or replaced) and any other requirements under the OFCOM General Conditions of Entitlement (as from time to time amended or replaced) and all other applicable laws, to be connected to the Subscribed Service and Artemis shall not be under any obligation to connect or keep connected any Customer apparatus or equipment if it does not so conform or if in the reasonable opinion of Artemis it is liable to cause death, personal injury or damage or to impair the quality of the Subscribed Service;
- 5.1.3 not use (and procure that no end user shall use) the Subscribed Service to make, provide, communicate, publish, deliver, knowingly receive, upload, download, user or re-use any material or information which is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, indecent, obscene or menacing character, or which does or is intended to cause annoyance, nuisance, inconvenience or worry to any person or which in any way causes damage to or disruption to the Subscribed Service;
- 5.1.4 not use the Subscribed Service in a manner which constitutes a violation or infringement of the rights (including without limitation, any intellectual property rights) of any other person;
- 5.1.5 maintain its telecommunications apparatus at all times during the period of the Order in good working order and in conformity with any relevant industry standards or approvals and applicable laws for the item as from time to time applicable;
- 5.1.6 provide Artemis with all such information as it reasonably requests relating to the Customer's telecommunications apparatus;
- 5.1.7 not use the Subscribed Service in a way that breaches any applicable laws or any licence applicable to the Customer or that is in any way unlawful or fraudulent or in bad faith or to the knowledge of the Customer has any unlawful, fraudulent or bad faith purpose or effect;
- 5.1.8 not use the Subscribed Service in a manner that could reasonably be believed to have a detrimental effect on Artemis' or any of its third party suppliers' brand or reputation; and
- 5.1.9 not send or procure the sending of any unsolicited advertising or promotional material.
- 5.2 Any equipment provided by or on behalf of Artemis for the purposes of providing the Subscribed Service (excluding for the avoidance of doubt any Equipment purchased under the terms of this Agreement) shall at all times remain the property of Artemis and shall be returned to Artemis forthwith upon request. The Customer shall be liable to Artemis for all losses, costs and expenses incurred by Artemis for the recovery, replacement or repair of such equipment (save to the extent that the same is caused by the negligence of Artemis).
- 5.3 The Customer shall fully co-operate with the police and any other relevant authorities (including but not limited to HM Revenue & Customs, Trading Standards, the Information Commissioner's Office and/or OFCOM and their successors from time to time) in connection with any misuse or suspected misuse of the Subscribed Service, and the Customer consents to Artemis and its third party service providers co-operating with any such authority and with any other telecommunications operators in connection with any misuse or suspected misuse or suspected fraudulent activity related to or connected with the Subscribed Service and agrees, without prejudice to the generality of the foregoing, that Artemis and its third party suppliers shall be entitled to divulge any information which they hold which may be relevant to any investigation, including the name, address and account information relating to the Customer to such third parties.
- 5.4 The Customer acknowledges that the broadband element (if any) of the Subscribed Service is provided from infrastructure which is shared by other users and Artemis (and/or its third party suppliers) owes a duty to these users as a whole to preserve its network integrity and avoid network degradation. If, in Artemis' (and/or its third party suppliers) reasonable opinion the Customer's use of the Subscribed Service has or may adversely affect such network integrity or may cause network degradation Artemis may change the Customer's chosen access rate or manage the Subscribed Service as Artemis sees fit in the circumstances.
- 5.5 The Customer shall remain responsible for making payment to the Customer's fixed line telephony services provider for all rental charges relating to the Customer's relevant telephone line (together with any repair and maintenance charges) and all call charges from the Customer's fixed line telephony service provider.
- 5.6 The Customer shall:
- 5.6.1 implement adequate control and security over the use of the Subscribed Service provided to the Customer including but not limited to the prevention of viruses, worms, Trojan horses and/or any calls generated by rogue diallers or hackers;
- 5.6.2 take reasonable steps (including testing with the latest commercially available virus detection software) to ensure that any software used by the Customer with or in conjunction with the Subscribed Service is not infected by viruses and/or logic bombs, worms, Trojan horses and any other type of disruptive, destructive or nuisance programs;
- 5.6.3 provide to Artemis, and keep Artemis up to date, with the following information:
- 5.6.3.1 a telephone number that may be used to call the Customer;
- 5.6.3.2 the Customer's name and installation address (including the post code);
- 5.6.3.3 if the Customer has nomadic applications that use more than one network termination point or equivalent, the address where the number is normally used; and
- 5.6.3.4 if the Customer is a Small Business and will access the Subscribed Service from multiple locations, register and update the location information associated with it whenever accessing the Subscribed Service from a new location;
- 5.6.4 provide an installation address recognised by Royal Mail for each

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CLI and shall ensure that such addresses are kept up to date and Artemis is made aware of any changes to such addresses;

- 5.6.5 respond within one (1) Business Day to any request from Artemis to correct a discrepancy in the Customer’s installation address as reported by the emergency services;
- 5.6.6 notify Artemis two (2) Business Days before any significant increase in traffic across the Artemis Network which may arise as a result of the use of the Subscribed Service by the Customer (including without limitation for ticket sales events or marketing promotions).

6 Service Levels

- 6.1 The Service Levels in clause 6.4 below will apply to the Subscribed Service.
- 6.2 The Service Levels will apply to faults traced to the Subscribed Service only and not to any equipment or service supplied by Artemis or a third party.
- 6.3 To meet the Service Levels, Artemis and/or any of Artemis’ third party suppliers may require that the Customer be onsite and that remote access to the Subscribed Service, or Equipment or system be available to allow remote diagnostics and maintenance.
- 6.4 Artemis shall achieve the following Services Levels:

Severity 1 Critical Outage	Problems severely affecting the Subscribed Service, traffic, billing, and maintenance capabilities, which require immediate corrective action. Target response time is no greater than 2 hours for a response via email. Target restoration time is less than 8 hours. Response and restoration of Severity 1 fault tickets will be undertaken on a 24/7/365 basis.
Severity 2 Major Impact	Problems that cause conditions that seriously affect system operation (Portal and OSS), features and functions, maintenance, and administration, which require immediate attention. The urgency is less than in critical situations because of a lesser effect on system performance. Target response time is no greater than 2 hours for a response via email. Target restoration time is no greater than 18 Working Hours. Response and restoration of Severity 2 fault tickets will be undertaken during Working Hours.
Severity 3 Minor Impact	Problems do not significantly impair the functioning of the system and do not significantly affect the Subscribed Service. Target response time is no greater than 2 hours for a response via email. Target restoration time is no greater than 40 Working Hours. Response and restoration of Severity 3 tickets will be during Working Hours.
Severity 4 Informational	This Severity is restricted to “How To.” Questions and therefore handled as non-service impacting. Target response time is no greater than 7 Working Days, during Working Hours.

7 Service Availability Service Levels

- 7.1 Service availability Service Levels are measured on a rolling 3 monthly basis.
- 7.2 The service availability Service Level for the Subscribed Service is 99.999%.
- 7.3 The service availability Service Level will be calculated as follows:

$$\frac{\text{(Total Minutes and Total Hours downtime, in a rolling 3 months)}}{\text{(Total Minutes and Hours in rolling 3 months)}} \times 100k$$

8 Service Credits

- 8.1 Service Credits will only be payable against the service availability Service Level set out in clause 7.

- 8.2 If Artemis fails to meet the Service Levels during the relevant Service Measurement Period (for the avoidance of doubt this period is 1 calendar month and the 3 months rolling average referred to in clause 7.3 above shall not apply to the calculation of the Service Levels for the purpose of calculating the Service Credits), Service Credits will be allocated to the Customer as detailed in the table below:

Service Level Achievement	Service Credits (Calculated as a percentage of the Subscribed Service affects)
From 100% to 99.9%	0%
From 99.89% to 99.5%	2.5%
From 99.9% to 99%	5%
From 98.99% to 98%	10%
Less than 98%	15%

- 8.3 Service Credits shall not be issued in connection with any failure to meet the Service Level, as reasonably determined by Artemis that is attributable to:
 - 8.3.1 reasons beyond its reasonable control, including without limitation reasons of Force Majeure, and actions or omissions of the Customer;
 - 8.3.2 faults or omissions in equipment, wiring, cabling, software or other services which are not maintained or supplied by Artemis;
 - 8.3.3 Customer power related issues not caused by Artemis;
 - 8.3.4 any unauthorised acts or misuse of the Subscribed Service; or
 - 8.3.5 a suspension of the Service in accordance with this Agreement.
- 8.4 Service Credits will be made by deduction from the Charges and shall only be payable if the Customer notifies Artemis in writing within 3 months of the failure giving rise to the Service Credits.

9 Planned engineering works

- 9.1 The Customer acknowledges that Planned Engineering Works will occur from time to time. Artemis will provide the Customer with as much notice of the schedule outage time/Planned Engineering Works as is reasonably possible.

10 Transfer from third party suppliers

- 10.1 Where the transfer of services from third party suppliers is required, then the provision of any and all relevant existing services supplied to the Customer by such third party supplier will be automatically transferred to Artemis and charged for in Artemis’ invoices in accordance with the Pricing Terms.

11 Suspension and termination

- 11.1 Without prejudice to any other right of Artemis to suspend or terminate the Subscribed Service under this Agreement, Artemis may at its sole discretion elect to suspend forthwith provision of the Subscribed Service until further notice without liability to the Customer having given the Customer reasonable notice either orally (confirming such notification in writing) or in writing in the event that:
 - 11.1.1 Artemis has reasonable grounds to believe that the Subscribed Service are being used fraudulently, unlawfully or by an unauthorised third party;
 - 11.1.2 any licence under with the Customer has the right to run its telecommunications system and/or connect to the Subscribed Service is revoked, amended or otherwise ceases to be valid;
 - 11.1.3 any maintenance or repair is necessary or required to the relevant network or related systems or equipment (for the avoidance of doubt, in the event of emergency maintenance or repair, Artemis

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- shall not be required to give any advance notice); and/or
- 11.1.4 Artemis has reasonable grounds to believe that the Subscribed Service are being used in breach of the terms of this Agreement.
- 11.2 Without prejudice to any other right of termination under this Agreement, Artemis may terminate (in whole or in part) this Agreement forthwith in the event that its right, or the right of the relevant Carrier, to provide any of the Subscribed Service is withdrawn by any supplier to it or OFCOM.
- 11.3 Artemis may occasionally suspend the Subscribed Service because of an Emergency but before doing so Artemis will endeavour to give the Customer as much notice as is reasonably possible in the circumstances.
- 12 CLIs and numbers**
- 12.1 The Customer acknowledges that it does not own any number or CLI and does not have any right to sell or to agree to transfer any number or CLI provided to it.
- 12.2 The Customer shall not acquire any legal, equitable or other rights in relation to any CLI allocated to it as part of the Subscribed Service.
- 12.3 In the event that it is required to do so under applicable law or at the direction of OFCOM, Artemis may at any time, on giving the Customer notice in writing, withdraw or change any such CLI. Artemis shall have no liability to the Customer for any losses incurred by the Customer as a result of such withdrawal or change.
- 12.4 The Customer will not (nor seek to) sell, encumber or transfer any CLI, codes or static IP address allocated by Artemis.
- 12.5 Artemis may port CLIs to the Customer and may (after the expiry of the Service Minimum Period) also port CLIs from Artemis to other third party operators with whom Artemis or its third party suppliers has a porting agreement.
- 12.6 Without prejudice to any other right or remedy available to Artemis, if any CLI allocated to the Customer:
- 12.6.1 remains inactive for six consecutive calendar months; or
- 12.6.2 calls to such number amount to five minutes or less in any calendar month or an average of five minutes or less in any three consecutive calendar months.
- Artemis may immediately either:
- 12.6.3 remove any such CLI from the Customer; or
- 12.6.4 levy a reasonable charge for the retention of such CLI by the Customer.
- 12.7 With regards to CLI Presentation Numbers, the Customer agrees as follows:
- 12.7.1 to allow Artemis and/or any of Artemis' third party suppliers to present out a number that is different to that of the Customer's underlying CLI;
- 12.7.2 to allow Artemis to change the CLI Presentation Number as and when required;
- 12.7.3 the CLI Presentation Number is owned by the Customer and neither Artemis nor the Customer need any other permissions to present that CLI Presentation Number; and
- 12.7.4 where the CLI Presentation Number may be owned elsewhere, Artemis and the Customer have the necessary permission to use the number.
- 13 Service Restrictions**
- 13.1 In addition to any express restrictions notified to the Customer by Artemis (set out in an acceptable use policy or otherwise), the Customer accepts some limitations in the Subscribed Service may only become apparent after such Subscribed Service have been installed and working for some time. In such circumstances and with the agreement of the Customer the Subscribed Service may be withdrawn and a rebate of any advance Charges paid to the Customer (save that where the Customer requires Artemis to continue providing the Subscribed Service despite such limitations, then notwithstanding any other provisions of the Agreement, Artemis shall have no liability in relation to the performance or non-performance of such Subscribed Service).
- 13.2 Artemis does not warrant that the Subscribed Service will be free from faults or free from interruptions. Artemis shall however use its reasonable endeavours to remedy any fault which significantly impairs performances of the Services as soon as reasonably practicable or in accordance with any Service Levels (if applicable) following Artemis being notified of the same by the Customer.
- 13.3 The Customer acknowledges that the Subscribed Service are not designed to be a carrier interconnect and the platform for the Subscribed Service will not support diallers of any description.
- 14 Security**
- 14.1 The Customer shall ensure that user names and passwords used by the Customer and/or its personnel in connection with the Subscribed Service are kept secure and confidential at all times and are only used by authorised users. The Customer shall inform Artemis immediately if the Customer knows or suspects that a user name or password has been disclosed to an unauthorised user, or is being used in an unauthorised way, or if there is any illegal, fraudulent or unauthorised use of the Subscribed Service or Equipment. The Customer will not change or attempt to change a user name without Artemis' written consent.
- 14.2 Artemis reserves the right (at Artemis' sole discretion):
- 14.2.1 to suspend access to the Subscribed Service by one or more user names if at any time Artemis thinks that there has been or is likely to be a breach of security (including a breach of the security obligations under this clause 14); and
- 14.2.2 to ask the Customer to change any or all of the passwords the Customer uses in connection with the Subscribed Service.
- 14.3 The Customer will inform Artemis of any subsequent changes to the information the Customer supplies to Artemis in connection with the Agreement.
- 14.4 The Customer accepts and acknowledges that the Subscribed Service are not guaranteed to be secure and Artemis does not guarantee the prevention or detection of any unauthorised attempts to access the Services.
- 14.5 Artemis shall not be responsible for call charges or other charges resulting from fraudulent and/or unauthorised use of the Equipment and/or Subscribed Service or any use of the Equipment and/or Subscribed Service by any unauthorised third parties (who are not employees of Artemis or its third party suppliers) and the Customer agrees to pay all additional charges related to such fraudulent and/or use by unauthorised third parties. The Customer shall verify with its equipment provider that all necessary steps to combat fraudulent and/or unauthorised use have been taken.
- 14.6 Any assistance given by Artemis in relation to fraudulent and/or authorised use by the Customer or third parties (or the prevention of such use) will be on a reasonable endeavours basis only and no liability can be accepted by Artemis for any loss sustained by the Customer via fraudulent and/or unauthorised means that are beyond Artemis' reasonable control (save for any fraud and/or authorised use by an employee of Artemis acting in that capacity).
- 14.7 The Customer shall at all times be responsible for:
- 14.7.1 preventing unauthorised use of the Equipment and/or the Subscribed Service;
- 14.7.2 maintaining the security of all systems, the Subscribed Service, network elements and Equipment within its (or its employees', agents' or contractors') control; and
- 14.7.3 maintaining (and ensuring that each of its authorised users maintains) at all times, the integrity and secrecy of all passwords, log-in details and access codes used for the purposes of accessing or using the Subscribed Service or any systems, network elements or Equipment.
- 14.8 The Customer shall put in place and comply at all times with the following security measures:
- 14.8.1 the Customer shall ensure that the password used in connection with the Equipment and/or the Subscribed Service is strong and is made up of not less than eight characters which shall include at least one number, one letter and one alphanumerical symbol;
- 14.8.2 the Customer shall regularly and at least every 6 (six) weeks change

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the password set out in clause 14.8.1 above;

- 14.8.3 the Customer shall restrict access to passwords to key individuals;
- 14.8.4 the Customer shall ensure that it has up to date anti-virus protections and that it has firewalls in place which are maintained by the Customer in accordance with best industry practices; and
- 14.8.5 the Customer shall, without delay, follow any security directions given to it by Artemis from time to time.

15 Intellectual property

- 15.1 If software, documentation or manuals are provided to the Customer by Artemis to enable the Customer to receive and use the Subscribed Service, Artemis grants the Customer, for the duration of the applicable Service Minimum Period, a nonexclusive, transferable licence to use such software, documentation or manuals for the purpose of receiving the benefit of the Subscribed Service.
- 15.2 Except as permitted by applicable law or as expressly permitted under this Agreement the Customer shall not without Artemis' prior written consent, copy, de-compile or modify any software, nor copy the manuals or documentation relating to that software, nor knowingly allow or permit anyone else to do so.
- 15.3 The Customer shall not use the Subscribed Service in a manner which is contrary to this clause 15.

16 Regulatory Obligations

- 16.1 In the event that Artemis receives a request from the Customer for:
- 16.2 the porting of any telephone number to another service provider or Network Operator; or
- 16.3 the porting to Artemis of any telephone number allocated by a third party,
- 16.4 then Artemis shall assist in the carrying out of such porting in accordance with its requirements under Condition B3 of the General Conditions of Entitlement (as may be amended by OFCOM from time to time).
- 16.5 Access to Emergency Organisations using ISDN services may cease if there is a power cut or power failure, or a failure of the internet connection on which such service relies.

17 Charges and payment

- 17.1 The Charges relating to each Subscribed Service are set out in the relevant Order, Pricing Terms and in this clause 17.
- 17.2 Where a Customer uses the Subscribed Service for which it has not expressly agreed the Charges, then it shall be charged in accordance with Artemis' standard prevailing rates for such Subscribed Service unless expressly agreed otherwise.
- 17.3 Where any third party charges are incurred as part of any Subscribed Service the Customer shall remain liable (in addition to any Early Termination Charges) for such charges where the Customer terminates this Agreement prior to the expiry of any Service Minimum Period.
- 17.4 If the Agreement is terminated at any time, the Customer will be liable for all Recurring Charges for a Site up until the last day of the month in which such Subscribed Service was ceased.
- 17.5 Artemis may invoice the Customer (and if invoiced, the Customer shall pay in accordance with the payment provisions of the Agreement) any charge levied against Artemis (or its suppliers) by any third party operator or Service Provider for the provision of the Subscribed Service not set out in this Agreement.
- 17.6 If the Customer arranges an engineering visit and the engineer is unable to gain access to the Customer's Site at the pre-arranged appointment time then the Customer will be charged an Abortive Visit Charge as set out in the Pricing Terms.
- 17.7 Call Charges will be charged at three rates according to the time the call was initiated as follows:

Rate	Time Period
Peak	08:00:00 – 17:59:59 Monday – Friday
Weekend	00:00:00 Saturday – 23:59:59 Sunday

Off Peak All times which are neither Peak nor Weekend

- 17.8 Where a call overlaps between periods, the whole call will be charged at the rate that applied when the call was initiated.
- 17.9 Calls are measured and billed in per second units (or in accordance with the applicable tariff) and individual call charges are calculated to 0.0001 pence. Charges are presented on the Customer's invoice to two decimal places and are rounded up to the nearest whole penny before VAT is applied.
- 17.10 Any calls made by the Customer using the Subscribed Service prior to the applicable Go Live Date will be billed to the Customer.
- 17.11 Artemis reserves the right to levy Charges for calls made by the Customer following the termination date of the applicable Subscribed Service until the actual cessation of such Line.

18 Termination

- 18.1 The Customer may not remain the owner of any CLI or any features of a Connection following termination.
- 18.2 All costs incurred by Artemis in connection with the migration of the Connections will be the responsibility of the Customer. For the avoidance of doubt, the Customer shall at all times remain liable for the payment of any Charges up to and including the date of actual migration of the Connections.

19 Definitions

- 19.1 Definitions used in the General Terms & Conditions shall also apply to the Service Specific Terms unless an alternative meaning is set out below.

Abortive Visit Charge a fixed charge applied when an engineer cannot gain access to the Customer's Site to repair a fault.

Call a signal, message or communication which can be silent, visual or spoken, excluding text messages.

Carrier the relevant third party public telecommunications operator or third party network service provider.

CLI Caller Line Identity – the identity of the calling party initiating the Call being (in most circumstances) the telephone number of the calling party.

CLI Presentation Number allows Customers to authorise Artemis' supplier(s) to carry voice traffic with a geographic or non-geographic presentation number for outgoing calls. This CLI Presentation Number may be different from the Customer's actual underlying CLI.

Connection each single connection of Customer to a Service.

Delivery the point at which the Equipment arrives at the Customer's Site immediately prior to the unloading of such Equipment from the delivery vehicle and "Delivered" shall be construed accordingly.

Emergency Calls a call to 999 or 112 or any other number associated with UK emergency services.

Emergency Organisations in respect of any locality:
 (a) the relevant public police, fire, ambulance and coastguard services for that locality; and
 any other organisation, as directed from time to time by OFCOM as providing a vital service relating to the safety of life in emergencies.

Equipment the equipment and/or software-related products supplied to the Customer in accordance with these Service Specific Terms.

Go Live Date the date when Artemis notifies the Customer that a Service is ready for use by the Customer, or if earlier the date when the Customer starts to use the Service.

Incompatible Services any services on a Line identified by Artemis or any third party operator as being incompatible with the

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	provision of the applicable Subscribed Service.		
Inbound Call	any call made to the Customer.	Service Features	a distinguishable software function of the Subscribed Service.
Inbound Traffic Routing	the routing of Inbound Calls received on the Artemis Network.	Service Measurement Period	a period of one (1) calendar month.
Indirect Access	the method of routing a Call by utilising a third party telecommunications operator to collect the Call from the Customer and to route it over the Artemis Network.	Site	each site to which a Service is to be provided as set out in the Order.
IP	internet protocol.	Traffic	Calls made or prospectively to be made by the Customer.
IP Address	a numerical label assigned to each device participating in a network which communicates using the internet.	Voice and Date Refile	a service enabling Artemis to deliver Customer Messages (in particular telephony and data traffic) from the United Kingdom to national and selected international destinations via a Service Provider.
Internet Access Circuit	an IP circuit used to carry IP traffic.		
Line	a Connection (either installed by Artemis or a third party operator) between the Customer and the Artemis Network.		
Line Rental	a Subscribed Service provided by Artemis to the Customer to allow the Customer to rent access to a telephone line and any ancillary extras which Artemis expressly agrees to provide as part of the Line rental Subscribed Service.		
Message	anything contained within paragraphs (a) to (d) (inclusive) of sub-section 4(1) of the Telecommunications Act 1984.		
Network Operator	the relevant Network operator supplying services provided by Artemis under this Agreement.		
Non-recurring Charges	non-recurring usage based charges such as call charges and data usage.		
Nuisance Call	an unwanted Call that causes annoyance to the receiver of the Call and/or is a hoax Call, and/or is of an offensive, spiteful, abusive, indecent, defamatory, obscene or menacing nature including unauthorised or “spam” Calls, and “silent” and “abandoned” Calls as defined by OFCOM in “Persistent Misuse: A statement of Ofcom’s general policy on the exercise of its enforcement powers” published 20 December 2016, and any subsequent update.		
Outbound Calls	any outgoing call made by a party via a Subscribed Service.		
Phone-paid Services Authority	the regulatory agency for premium rate services or any similar body which may be appointed in addition to or in substitution of the Phone-paid Services Authority by any competent authority.		
Planned Engineering Works	the scheduled maintenance activity which Artemis will undertake from time to time in accordance with this Agreement to maintain and/or upgrade the Subscribed Service which may affect the availability of the Subscribed Service.		
PSTN	a public switched telephone network.		
Rates	a rate per minute for all Traffic routed as set out in the Pricing Terms.		
Recurring Charges	recurring (non-usage based) charged for the Subscribed Service such as line rental and circuit charges.		
Services Description	the description of the Subscribed Service issued by Artemis from time to time.		
Service Establishment	the process required to be followed in order than the Subscribed Service can be provided to the Customer.		