



# **BOSS Connect Ltd Supplementary Terms**

## *IP Telephony Services*

### **1. Application**

These Supplementary Terms apply where BOSS Connect supplies SIP trunking, hosted telephony, Teams direct routing and related voice services to the Customer. They operate alongside the BOSS Connect General Terms and Conditions and any applicable order, proposal, service schedule or statement of work.

If there is a conflict, the order or proposal takes priority first, then these Supplementary Terms, then the General Terms and Conditions, unless the parties expressly agree otherwise in writing.

Terms defined in the General Terms and Conditions have the same meaning in these Supplementary Terms unless a different meaning is given below.

### **2. Service Description**

IP Telephony Services may include SIP trunking, hosted telephony, inbound call services, direct routing for Microsoft Teams, telephone numbers, number porting, call routing, call recording, handsets, customer premises equipment, online billing and support, as stated in the order.

The Services enable the Customer to make and receive calls using internet protocol voice services and connectivity provided either by BOSS Connect or by a third party.

Access connectivity, LAN equipment, PBX equipment, Microsoft licences, handsets and local network configuration are not included unless expressly stated in the order.

### **3. Term, Activation and Number Porting**

The Agreement starts on the Commencement Date. The Minimum Term starts on the Ready for Service date unless the order states otherwise.

BOSS Connect will use reasonable endeavours to port numbers where requested, but porting depends on accurate Customer information, agreements with existing providers, supplier processes and technical feasibility.

The Customer must not publish or rely on a number until BOSS Connect confirms that it is active and available to the Customer.

The Customer should not cancel existing voice services until number porting and service migration have completed, unless BOSS Connect advises otherwise in writing.

## 4. Customer Network and Equipment Requirements

The Customer must provide suitable power, connectivity, LAN performance, routing, firewall configuration, quality of service and device environment for the Services.

Customer-supplied PBXs, Teams environments, LANs, routers, switches, firewalls and handsets remain the Customer's responsibility unless BOSS Connect expressly agrees to manage them.

The Customer must not connect unsupported or non-compliant equipment to the Services, and must not alter BOSS Connect supplied equipment without written consent.

Where voice quality problems are caused by the Customer's LAN, internet access, Wi-Fi, firewall, PBX or equipment, BOSS Connect may charge for investigation and assistance.

## 5. Emergency Calling

IP telephony may not provide the same emergency call resilience as traditional fixed line or mobile services.

Emergency calls may fail or be degraded during power failure, broadband or leased line outage, LAN failure, equipment failure, service suspension, public internet disruption or incorrect location configuration.

The Customer must maintain an alternative means of making emergency calls and must inform users of the limitations of IP-based emergency calling.

The Customer must provide accurate address and location information for each number or service and must promptly update BOSS Connect whenever users or equipment are moved.

## 6. Acceptable Use and Regulatory Compliance

The Customer must not use the Services for nuisance calls, hoax calls, unlawful marketing, fraud, artificial inflation of traffic, CLI spoofing, harassment, harmful content, unauthorised call routing or any activity that breaches telecoms regulation.

The Customer must comply with Ofcom requirements, CLI rules, privacy and electronic communications rules, call recording laws, data protection law, PCI-DSS where applicable, and all other relevant laws.

Where the Customer uses music on hold, auto diallers, call recording, analytics, wallboards or marketing calling features, the Customer is responsible for obtaining permissions and operating them lawfully.

## 7. Calling Line Identity and Numbers

Numbers and CLIs are allocated for use during the Agreement and do not become the Customer's property.

The Customer must present only numbers it is entitled to use and which are valid, reachable and compliant with applicable CLI rules.

Unused numbers may be withdrawn after reasonable notice where permitted by supplier or regulatory rules.

On termination, numbers may be ported to another provider if technically feasible, the gaining provider follows the correct process and the Customer has paid all sums due.

## 8. Toll Fraud and Security

The Customer is responsible for preventing toll fraud and unauthorised use of the Services.

The Customer must use strong passwords, change default credentials, remove leavers promptly, restrict international and premium rate calls where appropriate, secure PBXs and portals, maintain firewalls and apply vendor security updates.

The Customer must pay all call charges, including charges caused by unauthorised use, unless they arise directly from BOSS Connect's proven negligence after BOSS Connect had responsibility for the relevant control.

If BOSS Connect identifies suspected fraud or unusual call patterns, it may suspend all or part of the Services immediately to prevent further loss.

## 9. Support, Maintenance and Changes

BOSS Connect will provide support through its notified support channels. Support relates to the Services and BOSS Connect supplied equipment unless additional managed support is expressly included.

BOSS Connect may make technical, routing, platform, supplier or regulatory changes where required, provided it uses reasonable endeavours to avoid material adverse impact.

Planned maintenance will normally be carried out outside Working Hours where reasonably practicable. Emergency maintenance may be carried out at any time.

## 10. Charges and Payment

Set-up, installation, number porting and configuration charges may be invoiced from order acceptance. Recurring charges are invoiced in advance and call charges are invoiced in arrears unless stated otherwise.

Calls are charged according to call records generated by or for BOSS Connect, subject to demonstrable error. Charges may include duration, destination, number type, routing, bundles, licences, features and equipment rentals.

Freephone, premium, international, mobile, non-geographic and special service numbers may have separate rates and may change in line with supplier tariffs.

Early termination charges may include remaining recurring charges, equipment rentals, licence commitments, installation discounts, porting costs and supplier charges for the unexpired Minimum Term.

## 11. Service Schedule

SIP trunking provides call routing between the Customer's PBX, hosted platform or Teams environment and the public telephone network.

Hosted telephony provides cloud based phone system functions such as auto attendant, hunt groups, voicemail, softphone access, call recording and analytics where ordered.

Direct routing enables Microsoft Teams users to make and receive external calls through BOSS Connect voice services where required Microsoft licences and configuration are in place.

Technical requirements for voice quality may include suitable latency, jitter, packet loss, VLAN, QoS, firewall and bandwidth configuration.



## Document Control

|              |                                                                             |
|--------------|-----------------------------------------------------------------------------|
| Document     | BOSS Connect Supplementary Terms - IP Telephony Services - Complete Rewrite |
| Issue        | 1.0                                                                         |
| Status       | Draft for legal review                                                      |
| Prepared for | BOSS Connect                                                                |
| Notes        | Completely redrafted supplementary terms for IP telephony services.         |