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# SCHEDULE SEVEN

## HOSTED NUMBERING SERVICE

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### 1. INTERPRETATION AND DEFINITIONS

Words and expressions in this Schedule shall have the meaning given in the TSA, except as shown below:

<b>“Act”</b>	the Communications Act, 2003;
<b>“API”</b>	Application Programme Interface;
<b>“BT Transit Charges”</b>	a charge made by BT to Magrathea in respect of the cost of conveying a Call to a Service Number from the originating network to Magrathea’s network;
<b>“Code”</b>	the Code of Practice issued by PhonepayPlus (or any other regulatory body approved by Ofcom), as amended from time to time;
<b>“CPS Charges”</b>	conveyance charges levied by BT, as described in Sections B7.01.2 and B1.1.10 of the BT Wholesale Carrier Price List;
<b>“Data Management Amendments”</b>	such reconfiguration of an electronic communications network as is necessary for routing calls as required;
<b>“Early Termination Charge”</b>	£500 for every month remaining between the date on which the Customer ceases to pass traffic to Magrathea on a particular Unit of Capacity and the end of the Minimum Term for that particular Unit of Capacity;
<b>“End User”</b>	a subscriber of a service provided under this Schedule who is the ultimate user of the service;
<b>“Freephone Call”</b>	a Call made to a Service Number which begins with the digits 0800 or 0808;
<b>“Indirect Access Call”</b>	a Call where the calling party has prefixed the Call with an Access Code, such in the format 1xxx, or beginning with 0800 or 0808;
<b>“Minimum Term”</b>	one year from the date on which an individual Unit of Capacity is made available to the Customer under this Schedule;
<b>“Monthly Report”</b>	a monthly statement prepared by Magrathea setting out the Calls and minutes generated to the Service Numbers;

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<b>“National Telephone Numbering Plan”</b>	a document published by Ofcom from time to time under section 56 of the Act;
<b>“Portability”</b>	shall have the meaning given to it in General Condition B3 of the General Conditions published by Ofcom under Section 48 of the Communications Act 2003;
<b>“Price List”</b>	the Hosted Numbering Price List, as published by Magrathea from time to time;
<b>“Service Number”</b>	a telephone number which has been allocated by Ofcom to the Customer and hosted on Magrathea’s network;
<b>“TSA”</b>	the Telecommunications Service Agreement made between the Parties.
<b>“Unit of Capacity”</b>	sufficient interconnect capacity to carry 300,000 minutes of switched traffic per month (i.e. a notional E1)

## **2. COMMENCEMENT AND DURATION**

- 2.1 Subject to the provisions of Clause 6 of the TSA (“Suspension and Termination”), this Agreement shall commence on a date to be agreed between the parties and shall continue until either party gives to the other 6 months’ written notice to terminate, expiring at or after the end of the Minimum Term.

## **3. MAGRATHEA’S OBLIGATIONS**

- 3.1 Magrathea will host the Customer’s telephone numbers on its network.
- 3.2 Magrathea will request that BT carries out the necessary Data Management Amendments to route calls to the Service Numbers within accepted industry timescales. Magrathea will notify the Customer by email when it has received the proposed completion date for Data Management Amendments from BT.
- 3.3 Magrathea will request that other providers of electronic communications networks carry out the necessary DMAs to route calls to the Service Numbers, using the email distribution list maintained by Ofcom. Magrathea offers no warranty that such Data Management Amendments will be carried out by other network operators.
- 3.4 Magrathea will test a random sample of the Service Numbers with a small number of UK call originating networks. Any further testing is the responsibility of the Customer. Magrathea offers no warranty that Data Management Amendments will be carried out correctly or at all by all network operators.
- 3.5 If the Customer makes Magrathea aware that Data Management Amendments have not been carried out in respect of a particular number, Magrathea will use its best endeavours to report this to the relevant network operator.

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#### 4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall be responsible for testing calls to Service Numbers with originating network operators.
- 4.2 The Customer shall ensure that they have all necessary approvals, permissions or authorisations for the services operated through Magrathea including those offered to its End Users. The Customer shall be responsible for the content, quality and delivery of services offered, and for ensuring that its services comply with the Code, the Act, the TSA and this Schedule.
- 4.3 The Customer undertakes to comply with all the provisions of the Code. Magrathea may recover from the Customer all fines, claims or administrative expenses imposed on it by Phone-paid Services Authority (or any other regulatory body approved by Ofcom), resulting from a breach of the Code.

#### 5. CHARGES AND PAYMENT

- 5.1. The charges for the Hosted Numbering Service are as set out in the Hosted Numbering Price List, as annexed hereto and published by Magrathea from time to time.
- 5.2 All charges detailed in the Hosted Numbering Price List and in the Monthly Reports shall be exclusive of all taxes or duties.
- 5.3 The Customer shall pay Magrathea an Initial Set-up Charge, which will cover the cost of:
  - 5.3.1 configuration of sufficient Units of Capacity on Magrathea's point of interconnect with BT;
  - 5.3.2 data build of the Customer's numbers on BT's network and notification of other network operators on Ofcom's contact list (i.e. BT's Data Management Amendments);
  - 5.3.3 routing of traffic from BT over Magrathea's network to the Customer's server.
- 5.4 The amount of the Initial Set-up Charge will depend on the Customer's data build requirements, but will be a minimum of £500.
- 5.5 The Customer may elect to pay Magrathea's recurring charges for the services in the form of either an administrative charge levied on the revenue generated by the Customer ("Option 1") or a fixed monthly charge ("Option 2"). These charges are set out in more detail in the Hosted Numbering Price List.
- 5.6 Upon termination of the Hosted Numbering Service, Magrathea will levy a Decommissioning Charge to cover Magrathea's data build costs in removing the Customer's numbers from its network. The amount of the Decommissioning Charge will depend on the Customer's data build requirements, but will be a minimum of £500.
- 5.7 Magrathea shall pay to the Customer:

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- 5.7.1 termination revenues it receives in respect of Non-Geographic Service Numbers to Customers choosing Option 1; and
- 5.7.2 termination revenues it receives in respect of all Service Numbers to Customers choosing Option 2.
- 5.8 The termination revenues described in Clause 5.7 above shall be at the rates as set out in BT Wholesale's Carrier Price List, as varied from time to time.
- 5.9 Magrathea will deduct the following from the termination revenues due to the Customer:
- 5.9.1 BT Transit Charges;
- 5.9.2 charges incurred relating to Indirect Access Calls;
- 5.9.3 charges incurred relating to Freephone Calls;
- 5.9.4 CPS Charges; and
- 5.9.5 a per minute charge to cover the cost of the interconnect capacity between Magrathea and BT.
- 5.10 Charges relating to Freephone Calls and Indirect Access Calls and CPS Charges will be based on an average cost and fixed for a three month period. These charges will be reviewed every three months and will be deducted from the Customer's prepaid account, as described in Clause 5.11 below.
- 5.11 Customers requiring Service Numbers beginning with the digits 0800 and 0808 must maintain funds in a pre-paid account to cover the charges described in Clauses 5.9 and 5.10 above. Only individual payments of £250 or greater (excluding VAT) will be accepted by Magrathea. It is the sole responsibility of the Customer to ensure sufficient credit remains on the account for traffic. Credit will only be added to the Customer's account upon confirmation of cleared funds being received in Magrathea's bank account. Magrathea may suspend the Hosted Numbering Service with immediate effect in the event that the Customer fails to maintain a positive balance of funds in its account.
- 5.12 In the event that the Customer's pre-paid account is unused for a continuous period of 12 months, Magrathea will close the account and the Customer will forfeit any unused credit.
- 5.13 Magrathea shall send the Customer a Monthly Report showing calls to the Service Numbers and termination revenues due within 10 days from the end of the month in which the traffic was generated. The Customer must send Magrathea an invoice for the amount detailed in the Report, no later than 30 days from the end of the month in which the traffic was generated. Magrathea shall make payment to the Customer 45 days from the end of the month in which the traffic was generated. If the Customer fails to deliver an invoice within 30 days of the monthly end, Magrathea may delay, at its sole discretion, payment for one calendar month for each month that the Customer fails to deliver an invoice to Magrathea and may refuse to pay such an invoice if it is more than 12 months late.

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- 5.14 In the event that OFCOM, or any other regulatory body, or BT plc or any other Carrier with which Magrathea contracts make retrospective price adjustments to revenues paid to Magrathea, which result in Magrathea having overpaid the Customer, then Magrathea at its sole discretion and without prejudice to Magrathea's rights to re-claim such overpayment from the Customer, may deduct from subsequent payments to the Customer, sufficient revenues to reflect the sums overpaid to the Customer.
- 5.15 The call detail records in the Monthly Report shall be calculated according to data logged by Magrathea which shall be accepted, except in the case of manifest error, as being conclusive for the determination of revenues due to the Customer.
- 5.16 Magrathea may deduct any sum owed to Magrathea by the Customer, from any sum due to Customer. Magrathea may on direction from any regulatory or governmental body, withhold any sum owed to the Customer to cover fines, claims or administrative expenses due to any person from the Customer under this Agreement or otherwise.
- 5.17 No payment will be due from Magrathea to the customer in any month where the payment figure would be less than £100 excluding VAT
- 5.19 In the event that the Customer ceases to utilise a Unit of Capacity which has been provisioned for the Customer's use before the end of its Minimum Term, Magrathea reserves the right to apply an Early Termination Charge.

## **6 SUSPECT TRAFFIC**

- 6.1 "Suspect Traffic" shall mean any Call:
- 6.1.2 where Magrathea does not receive revenue it is due in respect of such Call; or
  - 6.1.3 where BT plc or any communications provider which transmits such Call to BT plc or to Magrathea does not receive revenue in respect of such Call and/or does not make payment to Magrathea in respect of such Call; or
  - 6.1.4 where there is a reasonable expectation that the calling party will not pay for the Call; or
  - 6.1.5 which is generated or appears to Magrathea to be generated in order to inflate payments due to the End User or to the Customer; or
  - 6.1.6 which is likely in Magrathea's opinion to result in Magrathea incurring a loss in respect of such Call; or
  - 6.1.7 which falls within the definition of Artificially Inflated Traffic, as set out in Annex E of BT's Network Charge Control Standard Interconnect Agreement.
- 6.2 Magrathea shall not make any payments to the Customer in respect of Suspect Traffic.
- 6.3 Magrathea reserves the right to reclaim any payments made to the Customer in respect of Suspect Traffic, either directly or by way or set-off against future out-payments.
- 6.4 Any Suspect Traffic will remain included in the traffic volumes used to calculate the amount of interconnect capacity utilised, as described in Clause 5.14 above.

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## 7. PORTING OF NUMBERS

- 7.1 Magrathea will comply with requests for Portability on reasonable terms from other communications network operators as soon as is reasonably practicable.
- 7.2 Subject to Clause 7.1 above, Magrathea agrees to facilitate the Customer's compliance with General Condition B3 of Ofcom's General Conditions (the obligation to provide Number Portability to its Subscribers) as may be amended from time to time.
- 7.3 In the event that the Customer terminates the Hosted Numbering Service provided under this Schedule, the Customer must arrange for any Service Numbers that have been ported under Clause 7.2 above to be moved on to its own or another network so that Calls to such numbers continue to terminate successfully and do not fail. Magrathea will not maintain routing with respect to such ported numbers after the termination of this Schedule.

## 8. THIS SCHEDULE TO PREVAIL

- 8.1 If there is any inconsistency between the provisions of this Schedule and the TSA, the provisions of this Schedule shall prevail.

**Customer Signature:**

**Print Name:**

**Company Name:**

**Date:**

**Magrathea Signature:**

**Print Name:**

**Date:**