



Regulatory Annex to the BT One Voice Indirect Schedule

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Words defined in the General Terms

Words that are capitalised but have not been defined in this Annex have the meanings given to them in the Governing Agreement.

Purpose of Annex

This Annex sets out the regulatory obligations applicable to the Service in a number of selected countries. The country-specific conditions set out in Part B apply in addition to those set out in part A of this Annex. To the extent country-specific conditions differ from general conditions, the country-specific conditions will prevail.

A Customer will mean corporate entities duly established and registered in each country where the Reseller intends to provide electronic communications services on the basis of this Agreement.

Part A – General Provisions

1 License or notification (in case of general authorization)

- 1.1 The Reseller will:
 - 1.1.1 comply with all local legal and regulatory requirements and industry guidelines to provide telecommunications services and/or electronic communication services. This includes, but is not limited to, the requirement to hold a licence, adhere to a general authorisation scheme or any other method used to regulate the provision of telecommunications services and/or electronic communication services. This applies to the duration of the term over which this Service is provided to the Reseller;
 - 1.1.2 show proof of such clearance before BT begins providing Services to the Reseller in the respective countries; and
 - 1.1.3 immediately notify BT in case of any material changes or a revocation of this clearance.

2 Regulatory reporting, fees, taxes and contributions to regulator's running expenses

- 2.1 The Reseller will:
 - 2.1.1 comply with any requirements to provide national competent authorities with information related to their business activities e.g. for statistical or market analysis purposes through the provision of telecommunications services and/or electronic communication services;
 - 2.1.2 duly pay any charges, fees or taxes levied by authorities in relation to its telecommunications and/or electronic communication activities; and
 - 2.1.3 where required, contribute to the running expenses of national regulatory authorities in proportion to their business activities.

3 Access to number resources

- 3.1 The Reseller will obtain all numbers to be sub-assigned to Customers directly from BT. Alternatively, the Users may have numbers ported to BT that they had been using following a prior assignment by other network operators.
- 3.2 The availability of numbers requested by the Reseller is subject to technical review. As long as the outcome of this review is pending, the Reseller will not be able to demand sub-allocation of a particular set of numbers.
- 3.3 Upon termination of a contract between the Reseller and a Customer under which numbers have been assigned, the Reseller will immediately inform BT and request deactivation of such numbers. If the Reseller fails to notify BT that numbers previously assigned to a Customer are no longer in use, BT is entitled to disconnect and reclaim the unused numbers.
- 3.4 Service charges for numbers provided by BT will apply until such numbers are fully deactivated.

4 Number sub-assignment

- 4.1 In some countries, the sub-assignment of numbers is subject to prior notification approval of a request to allocate the corresponding number resources by the national competent authorities before BT can provide the service.
- 4.2 The Reseller will only sub-assign numbers in accordance with local legislation and regulation. Where local legislation and regulation do not allow numbers to be sub-assigned down more than one level the Reseller will only assign any numbers obtained from BT directly to a Customer and not to another reseller or operator.
- 4.3 The Reseller will, where required by local legislation and regulation, obtain proof from a Customer of residence or registered entity in the local area prior to sub-assignment of geographic numbers in such area.
- 4.4 The Reseller will notify BT before the effective termination of an existing number sub-assignment agreement.

5 End Customer information for data disclosure purposes



- 5.1 The Reseller will immediately collect from the Customer all information required for data disclosure under local legislation and regulation, in particular the entity names and addresses, as well as the physical addresses of all locations where the Customer wishes to use fixed telephony services.
- 5.2 The Reseller will store copies of any documents shown as proof of identity and local residence or registration of a business entity.
- 5.3 The Reseller will send to BT without delay, all Customer information or any changes to such information, using a format to be specified by BT.

6 Emergency calls using BT One Voice SIP Trunking

- 6.1 This section covers emergency calling for the BT One Voice SIP Trunking Service Option. It does not cover the BT One Voice SIP VPN Service Option as that Service Option does not provide the ability for Users to call emergency services. The Reseller will ensure that Customers are fully aware of the capabilities and restrictions of the Service in relation to emergency calls.
- 6.2 The BT One Voice SIP Trunking Service Option provides the ability for Users to call emergency services by dialling the emergency service numbers applicable to the country in which the Site is located but that caller location information will only be provided where the Reseller:
 - 6.2.1 informs BT of the geographic location of calling numbers to enable BT to maintain a database of calling numbers and registered geographic locations;
 - 6.2.2 informs BT immediately of any changes to those locations and allows for changes to registered locations to take effect; and
 - 6.2.3 ensures Customers configure their PBX to accurately convey correct calling number locations.
- 6.3 The Reseller will provide all reasonable assistance to enable BT to add the correct emergency centre code to the routing information in order for BT to route the call to the relevant emergency centre, failing which Customers will provide a separate break out for emergency calls from the relevant Site(s). In the event that the Customer's Site is directly connected to the BT One Voice SIP Trunking Service and is not part of a centralised architecture, the Reseller must send the CLI of this location within the PAID field of the SIP message.
- 6.4 The Reseller and Customers failure to comply with the requirements of this section will constitute a material breach of the Agreement. BT accepts no responsibility or liability to the Reseller or its Customers in the event of the Reseller's or the Customer's failure to comply with obligations under this section.
- 6.5 The Reseller will ensure that Customers have other means of accessing the emergency services if an End Point is moved from a Customer's Site, and is used away from the Customer's registered Sites.
- 6.6 BT does not guarantee the ability to call the emergency services using the Service. Emergency calls may fail or call continuity may be affected, where there is a main power failure, failure of Internet service and connectivity, or if access to the Service has been suspended or interrupted for any reason.
- 6.7 The Reseller will ensure that Customers consider an alternative means to support emergency calls should the Service not be available due to conditions set out above.
- 6.8 BT may not restrict or obscure the transmission of the calling CLI to the emergency services and the Reseller will hold BT harmless and indemnified against any prejudicial consequence, third party claim and/or penalty arising from or in any way connected with the provision of such information or the violation of the provisions of this paragraph.

7 Calling line identification (CLI)

- 7.1 For standard and forwarding calling scenarios, the Reseller will ensure that Customers will send the Site specific CLI, which allows the identification of its physical location, within the PAID (P-Asserted ID) field of the SIP transmission protocol. The format needs to be in site specific international format like [+CCxxx] or [00CCxxx].
- 7.2 The Reseller will ensure that the Reseller and Customers will not manipulate the CLI sent in the PAID field at any time while the Customers' IPT architecture is connected to the BT Network unless BT is informed and has agreed to the change in advance.
- 7.3 The Reseller will ensure that Customers will also send, in forwarding calling scenarios, the Site specific CLI within the DIVERSION field. The format needs to be in site specific international format like [+CCxxx] or [00CCxxx].
- 7.4 The Reseller will ensure that if Customers send a presentation CLI alongside the PAID, they will send it in the FROM field. The sent number must be in line with national regulations and will be screened by BT. In the event that the CLI fails the screening, no CLI will be sent within FROM field. The format needs to be in site specific international format like [+CCxxx] or [00CCxxx].

8 Number porting



- 8.1 Customers have a right to have their numbers ported to other carriers upon request. To safeguard that right, the Reseller will sub-assign any numbers to Customers as soon as the numbers are made available, and will not sub-assign them to any intermediary, including the Reseller itself.
- 8.2 Depending on local legislation and regulation, the Reseller will engage in separate agreements with BT to further define cooperation with regard to number portings and/or obtain a porting code from local portals whose use may be mandatory to facilitate number portings.
- 8.3 To request a number porting, Customers will be required to sign a Letter of Authority or equivalent document(s) to demonstrate they have requested porting when the Reseller makes a porting request with BT. The Reseller is required to retain the Letter of Authority or equivalent document(s) and provide them to BT if requested. In addition, for number porting or new number assignment the Reseller will be required to provide all the mandatory documents and information requested by BT.

9 Lawful interception and data retention

- 9.1 In a country where the Reseller resells the Service the totality of all Customers voice traffic will be carried through BT's network and the Reseller will not deploy any routing equipment of their own in such countries.
- 9.2 Subject to the Reseller's compliance with Paragraph 9.1 BT undertakes to execute, on behalf of the Reseller, any lawful interception orders regarding numbers assigned to the Customers, that BT receives from judges or other competent bodies in the respective countries. BT reserves the right to use suppliers to execute such orders.
- 9.3 BT will also retain data related to telecommunications/electronic communications (not the content) passing through its network, including communications to and from a Customer, to the extent it is statutorily required to do so.
- 9.4 Upon request and query from BT and/or law enforcement and government authorities, the Reseller will promptly provide all the data of the User to whom the geographic numbers have been assigned.

10 Obligations towards End Customers

- 10.1 The Reseller is responsible for the contractual relationship and all associated obligations with its Customers including providing Customers with mandatory information about the contract, tariffs, termination and procedures for dispute resolution.
- 10.2 BT will assist the Reseller in the following manner:
 - 10.2.1 provide billing-related information (Call Data Records) allowing the Reseller to meet Customer requests for an itemized invoice;
 - 10.2.2 carry out technical reviews in the event of a Customer query with its invoice;
 - 10.2.3 provide proof of the general accuracy of BT's billing systems where BT is under a statutory obligation to do so;
 - 10.2.4 transmit, beside the network-provided Caller Line Identification, any additional presentation CLIs set up by Customers, to the extent this is allowed under local legislation and regulation;
 - 10.2.5 trace malicious caller IDs, upon receiving a Customer request to this effect from the Reseller or from a competent authority, depending on the applicable legislation in each country; and
 - 10.2.6 make Customers information available to publishers of public subscriber directories, to the extent this is requested in writing by any Customers.

11 Electric and Electronic Waste

- 11.1 Where applicable, the Reseller will be responsible under Article 13 of the EU's Waste Electrical and Electronic Equipment Directive 2012 ("WEEE Directive") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Agreement that has become waste electrical and electronic equipment ("WEEE").
- 11.2 BT and the Reseller acknowledge that for the purposes of Article 13 this section 11 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 11.3 The Reseller will be responsible for any information, recording or reporting obligations imposed by the WEEE Directive.
- 11.4 The Reseller will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party which would not have been caused or made had the Reseller fulfilled the Reseller's express or implied obligations under this Paragraph 10 or in connection with the WEEE Directive.
- 11.5 BT will notify the Reseller of any such claims or proceedings and keep the Reseller informed as to the progress of such claims or proceedings.



12 Overall compliance with local legislation and BT's Acceptable Use Policy

- 12.1 The Reseller will comply with any other obligations under applicable local legislation, even if they are not specified in this Agreement.
- 12.2 The Reseller will ensure that Customers comply with the Acceptable Use Policy (AUP).
- 12.3 The Reseller will be liable for any Claims, losses, costs or liabilities that BT incurs as a result of the Reseller or its Customers failure to comply with the Acceptable Use Policy.
- 12.4 BT may, where there is a serious breach of the Acceptable Use Policy, report the Reseller and provide the Reseller's personal information, including Personal Data, to the relevant law enforcement agency.
- 12.5 BT may restrict or suspend the Service if the Reseller or its Customers do not follow the Acceptable Use Policy.
- 12.6 Users must be located in the country associated with the network number they are using to make PSTN calls.
- 12.7 BT will have the right to carry out audits to review the Reseller's compliance with contractual and regulatory obligations from time to time.

Part B – Country-specific conditions

13 Europe

13.1 United Kingdom

- 13.1.1 Nothing to add in addition to Part A.

13.2 Belgium

- 13.2.1 The Reseller will be notified as an operator of electronic communications services and/or networks as well as for the provision of electronic communications services with the national regulatory authority, BIPT.
- 13.2.2 Prior to the provision of the Service, a request for allocation of the corresponding numbering resources will be sent to BIPT for approval.
- 13.2.3 For the purpose of the notification, the Reseller will provide BT with:
 - (a) the concerned numbering capacity, its address or registered office and the use of the concerned numbering capacity to be used by the Reseller; and
 - (b) its agreement to make the concerned numbering capacity available.
- 13.2.4 The Reseller will use the network made available by BT for incoming calls.
- 13.2.5 The Reseller will fulfil all other conditions for the reservation and allocation of numbering capacity
- 13.2.6 When the sub-assignment of the agreed capacity of numbers will be approved by the BIPT, the Reseller must ensure compliance with all regulatory obligations listed in this Annex including notably (but not limited to):
 - (a) the compliance with the "sub-assignment" to its Users. The Reseller cannot assign geographic numbers to Users if they do not have their residence or a registered entity in the respective local area as defined by the BIPT.
 - (b) the compliance with the number portability obligations notably on the geographic limitation. Geographic numbers can only be ported within the same geographic numbering area as defined by BIPT. The recipient operator can only port-in numbers in the area's where it has been assigned (e.g.: reserved and allocated) geographic number capacity by BIPT.
 - (c) the compliance with CLI obligations and BIPT guidelines (available on the BIPT website)
- 13.2.7 The Reseller will not make the sub-assigned numbering capacity number resources available to any other operator of electronic communications networks or services which may reserve numbers and obtain and exercise rights of use, unless the Reseller proves at the time of the notification that this prohibition makes the existing or planned provision of services very difficult or impossible and submits a contractual document concluded between BT, the Reseller and the other operator involved in the provision of services for approval by the BIPT, in which the respective rights and obligations of these parties are duly regulated.
- 13.2.8 If the Reseller is not in compliance with the above-mentioned obligations, the BIPT can order the return of the blocks of numbers allocated to BT.
- 13.2.9 The Reseller will notify BT in good time of any changes to the information provided under the above paragraph.
- 13.2.10 The Reseller will notify BT of the termination of the sub-allocation at least two weeks before the effective termination.

- 13.2.11 The Reseller and its User must follow the numbering regulation when related to the use of premium rate services, notably:
- (a) respect the maximum tariffs per type of services
 - (b) ensure tariff announcement is played prior to the connection being established
 - (c) provide BT with a URL address where Users can raise a complaint. Under this URL address, a Belgian contact number should be advertised (domestic toll free or geographical number with an address in the correct zone/area)
- 13.2.12 In Belgium calls should be terminated except in case of fraud or abuse. For national (voice) calls based on IP technology, where no CLI data is available or where there is reason to doubt compliance with the four principles (the principles being: (i) each call must be associated with a network number, (ii) the network number uniquely identifies the calling line (of an individual or line (of an individual or organisation) of the caller, (iii) the end-user receiving such a CLI must be able to call this number and a full-fledged telephone call can take place and (iv) the network and presentation number must be valid) the receiving operator of the interconnecting gateways (via SS7 signalling) must add a special network number or replace it from a number range a "special CLI number range". This special CLI number range must be marked "unavailable" so that it is not shown to the called party. If an unreliable presentation number appears in national (voice) calls via IP, it will be deleted by the Belgian operator receiving the calls. If, for technical reasons, the special network number cannot yet be used, the unreliable CLI will be deleted and the call will be considered as "CLI unavailable".
- 13.2.13 Numbering : If Reseller is using its own number, the Reseller will have to feed in the Users information into the new Central Numbering Database.

13.3 Denmark

- 13.3.1 The Reseller will notify its activity as a reseller to the national police, not to the national regulatory authority.
- 13.3.2 Sub-assignment of numbers is currently not restricted. If engaging in any form of number sub-assignment to other resellers, the Reseller will make sure that number sub-assignment continues to be lawful and all regulatory obligations listed in this Annex are duly complied with.

13.4 Germany

- 13.4.1 The Reseller will notify its activity as a reseller to the federal regulatory authority, Bundesnetzagentur.
- 13.4.2 The Reseller will only assign numbers to Users on behalf of BT, not on its own authority. Sub-assignment to other resellers is not allowed.
- 13.4.3 The Reseller will register with www.ekp-portal.de to obtain an ID code allowing it to carry out number portings upon a Customer request.
- 13.4.4 The Reseller must not assign any geographic numbers to Customers unless they show proof a registered entity in the respective local area. The Reseller must not assign any non-geographic numbers to Customers unless they show proof of having a registered business entity in Germany or have made an agreement with a third party to act as their agent in Germany.

13.5 Ireland

- 13.5.1 The Reseller will register with the Irish regulatory authority, Comreg before provision of the Service.
- 13.5.2 In accordance with the Conditions for the provision of Electronic Communications Networks and Services the Reseller will ensure that numbers are used in accordance with their conditions of use as set out in the Numbering Conditions, as amended (currently ComReg 15/136R2).
- 13.5.3 A summary of some of the key number conditions is below but the ComReg document referenced above or its latest version) is the appropriate point of reference.
- (a) CLIP for domestic calls allowed
 - (b) Irish CLIP allowed for international incoming calls
 - (c) Can use another CP's numbers as CLIP
 - (d) Customers need a geographic presence to acquire geographic numbers, which can then be shared across all Irish contact centres as CLIPS
 - (e) Use of mobile CLIPs are not allowed for calls originated on the fixed network. However if the call is genuinely originated on a mobile a clip can be used.
 - (f) CLIP cannot use Directory Enquiry Access Codes, Internet Access Numbers, Network-Use Short Codes, Premium Rate Numbers, Premium Rate Short Codes, '1890' Shared Cost Numbers, and Universal Access Numbers.
 - (g) Premium Rate numbers are strictly regulated and a specific Premium Rate Licence for each premium rate number is required whether the Premium Rate Provider is based inside or outside of Ireland.



- 13.6 **Italy – please refer to the separate Italian schedule**
- 13.7 **Netherlands**
- 13.7.1 The Reseller will notify its activity as a reseller to the national regulatory authority, ACM.
- 13.7.2 The Reseller will obtain a four-digit code from COIN (www.coin.nl) to be able to complement BT number information in any number porting.
- 13.7.3 The Reseller will not assign any geographic numbers to Customers unless they show proof of residence or a registered entity in the respective local area. The Reseller will not assign any non-geographic numbers to Customers unless they show proof of having a registered business entity in the Netherlands.
- 13.8 **Norway**
- 13.8.1 The Reseller will notify its activity as a reseller with the national regulatory authority, Nkom.
- 13.8.2 Sub-assignment of numbers is currently not restricted. If engaging in any form of number sub-assignment to resellers, the Reseller will make sure that number sub-assignment continues to be lawful and all regulatory obligations listed in this Annex are duly complied with.
- 13.8.3 The Reseller will not assign any geographic numbers to Customers unless they show proof of a registered business entity in the respective local area. The Reseller will not assign any non-geographic numbers to Customers unless they show proof of having a registered business entity in Norway.
- 13.8.4 In case a Customer of the Reseller requests a number porting, the Reseller will supply BT with VAT numbers related to its Customers' Site(s) in Norway and provide proof of address documents if requested by BT.
- 13.9 **Poland**
- 13.9.1 The Reseller will notify its activity as a reseller with the national regulatory authority, UKE.
- 13.9.2 Only one level of sub assignment of numbers is allowed. The Reseller will assign any numbers obtained from BT directly to a Customer and will not allocate them to any other reseller. Where the Reseller sub-assigns numbers to Customers, it must do so on behalf of BT and not on its authority. Sub allocation by Reseller to further ECPs is not allowed.
- 13.9.3 The Reseller will not assign any geographic numbers to Customers unless they show proof of a registered business entity in the respective local area. The Reseller will not assign any non-geographic numbers to Customers unless they show proof of having a registered business entity in Poland.
- 13.9.4 The Reseller must not alter CLI.
- 13.10 **Sweden**
- 13.10.1 The Reseller will notify its activity as a reseller to the national regulatory authority, PTS
- 13.10.2 Sub-assignment of numbers is currently not restricted. If engaging in any form of number sub-assignment to resellers, the Reseller will make sure that number sub-assignment continues to be lawful and all regulatory obligations listed in this Annex are duly complied with.
- 13.10.3 The Reseller will not assign any geographic numbers to Customers unless they show proof of a registered entity in the respective local area. The Reseller will not assign any non-geographic numbers to Customers unless they show proof of having a registered business entity in Sweden.
- 13.10.4 In case a Customer of the Reseller requests a number porting, the Reseller will supply BT with VAT numbers related to its Customers' Site(s) in Sweden and provide proof of address documents if requested by BT.
- 13.11 **Switzerland**
- 13.11.1 The Reseller will notify its activity as a reseller with the national regulatory authority, BAKOM.
- 13.11.2 In accordance with local legislation, the Reseller's Customers must be allowed to use carrier selection.
- 14 Americas**
- 14.1 **US and Canada - General**
- 14.1.1 The Reseller and its Customers will comply with applicable laws and regulations, industry standards and procedures ("rules") employed to reduce the number and impact of illegal calls including rules regarding attestation, verification and/or blocking. The Reseller certifies that it will cooperate with traceback efforts to determine the origin of illegal calls and cooperate in efforts to mitigate the adverse impacts of illegal calls. The Reseller will promptly notify BT if attestation levels change or are otherwise affected. Upon reasonable notice and opportunity for cure, BT may downgrade Reseller attestation if Reseller does not adhere to applicable attestation requirements. Reseller may request a change to its attestation, which is contingent upon BT's approval.
- 14.2 **Emergency calling – United States**
- 14.2.1 BT, the Reseller, the Customers and Users each have obligations regarding compliance with rules applicable to emergency calling.

14.2.2 BT's rights and obligations

- (a) BT will not commence provision of the Service until Reseller provides a signed Letter of Acknowledgement from its Customer stating that Customer understands the limitations of VOIP and E911 services, and that Customer will communicate the same to its Users. In addition Reseller will communicate to its Customer the requirement that Sticker Labels or signs warning of limitations of this VOIP and 911 service be affixed near handsets or other equipment used with the Service to make calls.
- (b) BT will provide E911 service only in locations where E911 service is available and only as described in this Annex. In all other locations, BT will provide Basic 911 service where it is available.
- (c) If the 911 service does not work for whatever reason, BT will not be liable for failure to supply the 911 service.
- (d) BT will, via BT's PSAP routing supplier determine the Telephone Number of the caller and the User's corresponding location information as registered in BT's routing supplier's ALI database. The routing supplier will route the call to the PSAP. A User's ability to access the appropriate PSAP depends on the type, configuration and location of the phone used.
- (e) BT will have no ability or obligation to provide emergency calling services for any call that does not include ANI and will not be liable for any Claims arising from any efforts undertaken by BT or BT's routing supplier to provide emergency calling services under such circumstances. The ANI transmitted may be the Calling Party Number, Telephone Number, DID or Billing Telephone Number (TN) on the Customer's configuration.
- (f) BT may refuse provisioning or modification of features of the Service if such provisioning or modification adversely affects the 911 service.
- (g) If a User uses a TN from a local exchange area different from where the caller is located, E911 service may be limited or unavailable.
- (h) Users whose primary registered locations are not in the US or Canada will not be able to access the relevant 911 or E911 service via VOIP because their Numbers may not be processed by underlying emergency services systems and databases.
- (i) BT's PSAP service provider will provide call centre services as a fall-back to assist with E911 call completion. If BT's PSAP service supplier receives a call for which no ANI record can be found in the 911 database, that call will be routed to an emergency call centre for handling. Call centre personnel will attempt to query the caller for location information and manually route the call to the caller's serving PSAP. All 911 calls that appear to originate from 8XX toll free TN's will also be routed to the emergency call centre. BT will raise a call handling charge per occasion as set out in the applicable Order.
- (j) BT may terminate the Service, or any portion of it, if performance is held by an applicable regulatory agency or court to violate any applicable order, regulation, rule or policy.

14.2.3 Reseller's Obligations

- (a) In order for BT to provide 911 service Reseller will:
 - (i) obtain a signed Letter of Acknowledgement from the Customer;
 - (ii) register the initial and primary physical locations of all Users who will access and use this Service;
 - (iii) flow down BT's procedures and instructions for updating a User's registered physical location as soon as the User changes his or her permanent registered site location to a new permanent registered site location from which he or she might access the Service;
 - (iv) provide a contact for Customers and their Users to call to request location changes. That contact will be responsible for contacting BT to request such changes and will be available 24 hours a day, 7 days per week;
 - (v) flow down rules regarding the placement of Sticker Labels on handsets, CPE or other means warning, inter alia, that Users do not use the Service unless their current location corresponds to the location information registered in the PSAP routing supplier's ALI database;
 - (vi) ensure that neither its Customer nor its Users block their TN on their PBX's or handsets when calling 911;
 - (vii) provide live technical assistance 24 hours a day, 7 days per week, in the event that a PSAP needs to provide information that may assist with call trace, hostage situations, investigation of prank calls and other related activities.
- (b) If Reseller provides BT with an incomplete list of ANI addresses, or generic address locations, then Reseller will be responsible for providing the PSAP, or responders, with the complete and accurate location information of its Users requesting emergency services.

- (c) For each TN or DID number used in connection with the Service Reseller is responsible for communicating to its Customers that their Users must provide and keep up-to-date a correct and valid emergency response address for that number with sufficient information to enable emergency responders to locate the calling party, including if the User location is a campus location or multi-story building, in which case Customers will provide building number, floor and suite number as a minimum in addition to address information.
- (d) This Service is a fixed service. If a User moves his or her permanent registered site location, Reseller will promptly update permanent registered site information provided to reflect changes and will ensure User's registered site location is accurate and complete at all times. BT will forward the ANI with every call to BT's PSAP routing supplier for processing.
- (e) Reseller will communicate to Customers that their Users must update their location information when Users move to a new permanent registered site location from where Users might access BT's service. It may take time for a User's updated location information to be validated and accepted in the PSAP routing supplier's database. Reseller will communicate to Customers that their Users know that E911 service will not be available from an updated location until validation and acceptance is complete.
- (f) Customers and Users will waive any privacy afforded by non-listed/non-published services to the extent necessary to furnish information to BT's PSAP supplier or the PSAP, and Resellers will be responsible for ensuring that their Customers inform their Users that their privacy rights are waived.
- (g) Reseller will upload only landline or VoIP User records that are registered to Reseller's account into BT's PSAP routing supplier's database. Mobile phone records will not be entered into BT's PSAP routing supplier's database.
- (h) Resellers will inform Customers of the procedures that their Users must follow to register a new permanent registered site location before moving an IP phone or soft-phone and the effects of re-registration of User addresses on existing User office phones and E911. Reseller will be responsible for any third-party Claims and liability arising from its failure to comply with this paragraph.
- (i) BT will provide access to E911 for the Service only at the User's registered site locations. If the service is used at a location other than at a User's registered site location, E911 will not operate properly. Reseller must inform Customers who must inform Users to use the tools available to update their permanent registered site address.
- (j) Reseller represents and warrants that neither Reseller, its Customers nor Users will misrepresent or conceal the nature, origin, or destination of any of Customer's or the User's traffic, and will use reasonable efforts to transmit its Customer's signalling ANI or equivalent information regarding the User originating each call.
- (k) Reseller will test the 911 service after initial installation in collaboration with BT and BT's 911 routing supplier and periodically throughout the duration of Service. Reseller will inform BT if any issues are noted with the 911 service. Reseller will test the location update process with BT and share results of such tests at BT's request.
- (l) This Service is intended for use as a fixed service. If the Service is used at locations other than the Customer's or the User's registered site locations, BT may not detect when a User uses the Service at such locations.
- (m) Reseller will be responsible for all third-party Claims and liability arising from its failure to comply with this paragraph.

14.2.4 Access to Emergency Services - Limitations

- (a) The Service, including Basic 911 and E911 will not be available under a few conditions, including if:
 - (i) the access connection is not available;
 - (ii) there is a loss of electricity service at a Site which may interrupt the Service. Reseller or its Customer is responsible for the implementation of any battery backup system for the Service that Reseller deems necessary; or
 - (iii) Any of Reseller or its Customer Equipment failures or malfunctions. It is Reseller's responsibility to ensure that all Customer Equipment is properly connected and configured.
- (b) BT will not be liable for any loss or damages related to loss of Service including Basic 911 and E911 services if any of the events listed in this paragraph occurs.

14.3 Disclosures to Customers Required by Canadian Regulation

14.3.1 Description

- (a) VoIP services allow the Users to make or receive telephone calls over the Internet to or from the PSTN. The nature of VoIP telephone calls, creates unique limitations and circumstances, and

differences exist between traditional telephone service and VoIP telephone services, including the lack of traditional 911 emergency services.

14.3.2 Regulatory Services Exceptions

- (a) Reseller will not commence provision of the Service until Customer provides a signed Letter of Acknowledgement stating that it understands the limitations of VOIP services, that it will communicate the same to its Users and require Customers to be responsible for provision and placement of any Sticker Labels or signs on or near equipment used over the Customer's WAN to access the Service.

14.3.3 911 VoIP Service

- (a) Emergency calls to 911: this Service will be handled differently to a traditional phone service. The following provisions describe the differences and limitations of 911 emergency calls.
- (b) Placing 911 calls: When the User makes a 911 emergency call, the VoIP service will attempt to automatically route the User's 911 call through a third-party service provider to the PSAP corresponding to the User's address(es) recorded on the Customer's account. Due to the limitations of the VoIP telephone services, the User's 911 call may be routed to a different location. For example, the User's 911 call may be forwarded to a third-party specialised call centre that handles emergency calls. This call centre is different from the PSAP that would answer a traditional 911 call which has automatically generated the Customer's address information, and consequently, the User may be required to provide their name, address, and telephone number to the call centre.

14.3.4 How Information is Provided

- (a) The Service will attempt to automatically provide the PSAP dispatcher or emergency service operator with the name, address and telephone number associated with the Customer's and User's account. For technical reasons, the dispatcher receiving the call may not be able to capture or retain the name, address and telephone number associated with the account. Therefore, when making a 911 emergency call, the User must immediately inform the dispatcher of their location (or the location of the emergency, if different). If the User is unable to speak, the dispatcher may not be able to locate the User if location information is not up to date, or is incorrect.
- (b) Correctness of information: Customer will provide, maintain and update the contact information (including name, address and telephone number) for its account. If Customer or its Users do not correctly identify the actual location where Users are located, or if account information has recently changed or has otherwise not been updated, 911 calls may be misdirected to an incorrect emergency response site.

14.3.5 Disconnections

- (a) Users must not disconnect the 911 emergency call until told to do so by the dispatcher, as the dispatcher may not have the correct number or contact information. If Users are inadvertently disconnected the Users must call back immediately.

14.3.6 Connection Time

- (a) For technical reasons, including network congestion, it is possible that a 911 emergency call will produce a busy signal or will take longer to connect when compared with traditional 911 calls.

14.3.7 911 Calls May Not Function

- (a) For technical reasons, the functionality of 911 VoIP emergency calls may cease or be limited in various circumstances, including but not limited to:
 - (i) Failure of the Service or the Customer's Service access device: If the Customer's service access device fails or is not configured correctly, or if the Customer's VoIP service is not functioning correctly for any reason, including power outages, VoIP service outage, suspension or disconnection of the Customer's service due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage. The Reseller may need to reset or reconfigure the system access equipment before being able to use the VoIP Service, including 911 emergency calls;
 - (ii) Changing locations: If the Customer moves its service access device to a different location to that set out in the account information or otherwise on record with BT;
 - (iii) Sending a non-authorized Telephone Number: If the User makes the 911 call from a number that is not registered with BT; and
 - (iv) Emergency services cannot be reached from phones connected to an IP PBX indirectly connected to the Service, including but not limited to IP phones or softphones (including



mobile phone clients) at the Customer's remote locations that are not registered to the Service.

14.3.8 **Alternate Service**

- (a) If the Reseller is not comfortable with the limitations of 9-1-1 emergency calls, BT recommends that the Reseller terminate the Services or considers an alternate means for Customers accessing traditional 911 emergency services.

14.3.9 **Testing**

- (a) The Reseller will test the 911 service after initial installation in collaboration with BT and BT's 911 routing supplier and periodically throughout the duration of Service. The Reseller will inform BT if any issues are noted with the 911 service. The Reseller will test the location update process with BT and share results of such tests at BT's request.

14.4 **Customer Acknowledgement of Limitations of Service and Liability (for USA and/or Canada)**

- 14.4.1 The Reseller will ensure that Customer sign a Letter of Acknowledgement as set out in the template below:

Please sign and return this Acknowledgement of Limitations of Service prior to initiation of service

By signing this Letter of Acknowledgement the Customer affirms it has read and understood the limitations of the Service in scope.

Customer will communicate the limitations of the Service to its Users, including by placing Sticker Labels at or near equipment to be used in conjunction with this Service.

MY SIGNATURE CONSTITUTES ACKNOWLEDGEMENT THAT I HAVE READ AND UNDERSTOOD THE LIMITATIONS OF THE VOIP, E911 AND 911 SERVICES AND THAT I AM RESPONSIBLE FOR COMMUNICATING THESE LIMITATIONS TO USERS THAT ACCESS THE SERVICE IN SCOPE.

I GIVE MY CONSENT TO DISCLOSE THIS SIGNED ACKNOWLEDGEMENT TO THE APPLICABLE REGULATORY AUTHORITIES AS NEEDED.

Name of Individual Signing:

Title:

Customer:

Address:

15 **AMEA**

15.1 **Australia**

- 15.1.1 BT may reject any calls that are presented with override dial codes.
- 15.1.2 BT One Voice SIP Trunking Services are subject to a minimum block of five service connections.
- 15.1.3 The Customer Service Guarantee Standard (CSG) is not applicable to BT One Voice SIP Trunking.
- 15.1.4 BT cannot guarantee CLI delivery for internationally originated calls where CLI is not presented by the calling party or the network
- 15.1.5 BT is required by law to ensure that the information of the User is registered to the Integrated Public Number Database (IPND). Therefore, the Reseller will promptly provide BT with details of any change or update to the Reseller's or Customer's address or other registration information. This also applies if the User makes any changes.
- 15.1.6 The Reseller consents to BT disclosing this information (as requested in no 1.5) to Telstra and third party providers solely for the purposes of maintaining the IPND. The IPND is managed by Telstra and BT is not responsible for any actions of Telstra in relation to the IPND. If requested by the Reseller, the Reseller further consents to BT's disclosure and use of this information for publication in Sensis directory listings.
- 15.1.7 The Reseller must ensure the use of allocated numbers in Australia is in accordance to the local Australian Numbering Regulation.

15.2 **Singapore**

- 15.2.1 The Reseller is responsible for ensuring its own full compliance with all applicable regulatory requirements and obligations pursuant to its licences or authorisations in Singapore.



15.2.2 The Reseller will ensure that the Service assigned with Level "6" numbers is only provided to domestic Customers (within Singapore) with a Singapore registered and billing address.

15.3 South Africa

15.3.1 Reseller will provide the following Telecommunications Compliance Reports, which is not an exhaustive list, in order to ensure continued compliance by BT to relevant regulatory requirements:

- (a) Traffic forecast report;
- (b) provide written confirmation of licence compliance confirmation on a quarterly basis;
- (c) complete number auditing reports;
- (d) Service usage and wholesale pricing reports;
- (e) any other regulatory report having impact on BT license.

15.3.2 Reseller will notify BT timeously of requirements to port numbers and will also comply with the number porting processes.

15.3.3 Reseller to meet the following Data Protection Compliance requirements: (a) Data Protection Policy; (b) Consent Policy and Forms; (c) Data Access Policy; (d) Security Breaches Policy; (e) Website Privacy Policy

15.3.4 Reseller will commit to register as encryption provider and annual submission of proof of from Department of Post and Telecommunications Services in South Africa or the provision of any other confirmations as may be required in any country or region where encryption is provided.

15.3.5 Reseller will commit to assist in facilitating interception of communications when required, and to the extent required to ensure full compliance.

15.3.6 Reseller will commit to install all the required equipment to handle legal interception requests as may be required and to provide the necessary resources and provide training to such resources in order to ensure its continued ability to comply.