

# Microtalk Caller Line Identity (CLI) Agreement

Microtalk has two Caller Line Identify (CLI) options when you use our call termination service:

1. Static CLI  
Microtalk sets the CLI on your account and all calls terminated from your account will use this CLI. Your equipment will be unable to over-ride this setting. Only one CLI per account is supported.
2. Dynamic CLIs  
Microtalk allows you to pass one or more CLIs values. These values will be passed out onto the UK and International PSTN telephone networks.

This Agreement applies to Dynamic CLIs.

There are two main types of Caller Line Identity (CLI) that are supported by our network. These are:

- Network Number: This is a valid telephone number which represents the call originator's network endpoint.
- Presentation Number: This is used where the caller desires a different number to be seen by the called party on any display technology. This number must always be a valid telephone number that is associated with the call originator. Normally this would be a landline number or a non-geographic number associated with the business.

If you request Dynamic CLIs you will be agreeing to these Terms & Conditions:

- 1) You will only pass a CLI to us that is known to be true by you and allocated to the call originator. The CLI value assigned is a telephone number that has been issued by us to you, or you have written authority from another network operator allocating the number to you or your end-user.
- 2) We may undertake various checks to determine the CLI meets the criteria in this Agreement. Any checks we may or may not undertake do not absolve you of any your responsibilities for complying with this Agreement and any other regulatory, legal, best practice or industry guidelines which may apply.
- 3) You may pass a CLI from other IP networks as long as you have reasonable belief that the CLI has not been manipulated and would have been assigned to the user originating the call. You will not allow the user to control the CLI themselves, or use a CLI that has come from any 'untrusted' source.
- 4) You accept that any CLI passed outside the UK will be on a 'best efforts' basis only and may not be passed to an overseas subscriber.

- 5) You accept that due to issues with network interworking it is not always possible for all Caller Line Identity types to be preserved and sometimes only the Presentation Number will be transmitted, or Network Number if no Presentation number was present.
- 6) You will allow the users the ability to withhold the presentation of CLI if they wish but that any such calls must still be passed to us with the full CLI, marked not for display.
- 7) You agree that the provision of this CLI presentation feature is subject to a number of matters outside our control and does not form a contractual part of our standard service
- 8) You accept that in the event of any complaint received by us caused by any incorrect, false or otherwise confusing presentation of CLI data by you to us we may withdraw this option without notice to protect the integrity of the PSTN.
- 9) You accept that Microtalk may audit your account to verify that the CLIs you are sending are compliant with this Agreement.
- 10) You (the "Indemnifying Party") hereby expressly agree to defend, at your own expense, and indemnify and hold harmless Microtalk and its affiliates (the "Indemnified"), from and against any claims, suits, damages, consequential losses, and expenses asserted against or incurred by any of the Indemnified arising out of or relating to:
  - a. your acts, omissions, gross negligence and/or breach of your obligations hereunder;
  - b. use of the CLI service by the Indemnifying Party or its customers or resellers or users; or
  - c. any violation of law, regulatory rules, data protection requirements or industry best practice guidelines or requirements by the Indemnifying Party.

The Indemnifying Party will pay all direct and consequential damages, settlements, expenses and costs, including costs of investigation, court costs and reasonable lawyer's fees and costs incurred by the Indemnified in enforcing this Agreement.

- 11) Microtalk may chose the country and law under which to enforce this agreement.