

Call Recording Service Schedule



Contents

1. Description	3
2. Definitions	3
3. Specific Terms of Service	4
4. Licence	5
5. Service Level Agreement	5-8

Description

The Onecom SIP Call Recording service enables native call recording of call traffic over the SIP services provided by Onecom. Accessed via a customer portal, the Customer can view and download call recordings, as well as add tags or comments for others to review, or categorise them into groups.

With an added bolt on Onecom can provide AI driven features such as text transcription, participant identity, sentiment analysis, identify key words and automated credit card redaction for PCI compliance.

Through OneCloud the Customer can manage number, user and group allocations which are automatically updated in the Call Recording application.

1. Definitions

1.1 Terms defined in the Contract shall have the same meaning in this Schedule. The following definitions and rules of interpretation shall also apply:

Downtime

the total accumulated minutes that are part of Maximum Available Minutes whereby the Service is unavailable or data held in the Service is not refreshed for more than ten (10) minutes due to infrastructure, network or applications that form part of the Service as reported by Customer;

Maximum Available Minutes

the total accumulated minutes during a calendar month that the Service is available less any Scheduled Downtime, Downtime due to a Force Majeure event, or Downtime due to a Service Availability Exclusion event. Maximum Available Minutes is measured from when the Service has gone live;

Scheduled Downtime

is defined as a reasonable period to allow for events that are reasonably foreseeable and under the control of Onecom and/or its Supplier(s). Onecom and/or its Supplier(s) will perform all service maintenance resulting in possible service outages outside of Business Hours and provide a minimum of 72 hours of notice to the Customer;

Service Availability Exclusions

This refers to events that affect service availability that are outside of Onecom's control or fall outside of Onecom's service level remit

1.2 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Specific Terms of Service

2.1 Onecom provides the Service on an “as is” basis, and makes no warranties, express or implied, regarding the usability, condition, operation or fitness of the Services. Onecom may change any of the Service or change or remove features or functionality of the Service from time to time.

2.2 The Customer may not use the Service in any manner or for any purpose other than as expressly permitted by this Service Schedule. Without limitation of the foregoing, the Service does not include or authorise:

2.2.1 modifying or otherwise making any derivative use of the Service;

2.2.2 using any data mining, robots or similar data gathering or extraction methods;

2.2.3 downloading (other than page caching and downloading of call recordings using the tools available in the Service) of any portion of the Service or any information contained in the Service;

2.2.4 reverse engineering or accessing the Service to build a competitive product or service; or

2.2.5 using the Service other than for their intended use. Access to the Service is conditional upon the Customer's continued compliance with this Service Schedule, and it will immediately and automatically terminate if the Customer does not comply with any material term or condition of this Service Schedule.

2.3 Access to the Service is conditional upon the Customer's continued compliance with this Service Schedule, and Onecom reserves the right to terminate the agreement if the Customer does not comply with any material term or condition of this Service Schedule.

2.4 Charges

2.4.1 The Customer shall pay for all users and/or channels that are enabled for call recording in OneCloud, in line with the rate as set out within the Order Form, or;

2.4.2 The rates as set out in the Price Guide which can be found at <https://www.onecom.co.uk/terms-and-conditions>.

2.4.3 Users and/or channels recorded over and above the minimum as set out in the Order Form, are automatically charged on the next invoice.

2.4.4 Where users and/or channels are activated or deactivated for call recording within a month, charges will apply for the whole month within which they were activated, or deactivated and recordings deleted.

2.4.5 Where users and/or channels have been removed and calls remain on the platform during the retention period, charges will continue in line with the rates as set out in the Order Form.

2.4.6 Charges are raised monthly in arrears, for users and/or channels added or removed in the previous month.

2.4.7 The quantity of users and/or channels the Customer will be charged for, will be calculated based on the maximum number of users and/or channels in the previous month (a high tide basis).

2.5 Termination

Following termination of the Service;

2.5.1 Onecom shall not provide the Customer with any historical Call Recording data.

2.5.2 Any Call Recording data stored on the Service shall be permanently deleted.

2.5.3 Before termination of the Service, the customer has the right to download any Call Recording data stored, using the functionality provided on the Service.

2.5.4 Onecom may be able to offer a bulk download service, which will be quoted for as professional services subject to the volume of Call Recording data

3. Licence

3.1 Onecom hereby grants the Customer the limited, revocable, non-exclusive, and non-transferable license to use the Service solely for Customer's internal business operations for the term that the Service is made available.

3.2 Licence Restrictions

This license is subject to the following conditions and restrictions:

3.2.1 The Customer may not copy the Service or distribute, install, or otherwise provide the Service to any other person or organisation.

3.2.2 The Customer may not and agrees not to or enable others to use the Service in any manner that is illegal or not authorised by this license.

3.2.3 The Customer may not modify, adapt, translate, duplicate (except as expressly set forth in this Agreement), disassemble, reverse assemble, or reverse compile the Service, or otherwise attempt to discover the underlying source code of the Service, for any purpose.

3.2.4 The Customer may not use the Service in any manner that intends to compete with or derive competitive information from the Service.

3.2.5 The Customer may not and agrees not to or enable others to create any derivative works from all or any portion of the Service.

3.3 The Customer shall ensure its customers (the end users) are aware of, and obliged to comply with the Licence Restrictions outlined in clause 4.2 above.

4. Service Level Agreement

4.1 Service Availability

4.1.1 Onecom and/or its provider will make the Onecom Call Recording Service available with a Monthly Uptime Percentage of at least 99.95% ("service commitment").

4.1.2 Service Availability Exclusions

These include but not limited to the following examples:

- Failed Hardware at Customer's site.
- Emergency or Scheduled maintenance/service procedures required to maintain the availability or integrity of the Service
- Outage due to any hardware installed at the Customer site not meeting documented specifications to run Service.
- Inability of the Customer to access or use the Service, where the inability to access the Service is not the result of a failure by Onecom, including but not limited to, failures attributable to network service providers, internet service providers and telecom service providers and their respective hardware, software, networks and systems.
- Loss of access arising from Onecom's valid suspension and termination of the Customer's right to use Service Offerings in accordance with the Contract or this Service Schedule.

4.2 In the event that the Service Availability Service Level is not met in any Performance Measurement Period, this shall not constitute a breach of Contract, nor give rise to any liability of Onecom to the Customer.

4.3 Scheduled Maintenance

4.3.1 Scheduled Maintenance will conform to the following limitations:

Description of Maintenance Related Limitations	Target
Minimum Notice Period prior to Scheduled Maintenance	72 Hours
Maximum Duration of any Scheduled Maintenance	4 Hours

4.4 Incident Priority

Onecom shall allocate a severity when each call is logged by the Onecom Help Desk reporting an Incident (or where Onecom identifies an Incident) in line with the following criteria. There are 4 levels of priority with 1 being the most severe and 4 being the least severe.

Priority Level Description	Example
<p>Priority 1</p> <p>Complete system failure, network down, total loss of functionality for more than 50% users</p>	<ul style="list-style-type: none"> • Service is completely unavailable for use by the Customer
<p>Priority 2</p> <p>A substantial impact/ degradation of the Customers use of the Service affecting less than 50% of users</p>	<ul style="list-style-type: none"> • Continuous or intermittent loss of call recordings and/or call data • Lack of access to parts of the Service Portals and/or functionality • Continuous failure of delivery of alerts/ notifications scheduled reports • Continuous or intermittent loss of Supervisor/ gent functionality
<p>Priority 3</p> <p>Partial minor loss of service, impact is inconvenient and requires a workaround</p> <p>Non-Critical System Functionality is impacted</p>	<ul style="list-style-type: none"> • Consistent delay/lag in data refresh rates affecting part of the service such as wallboards and dashboards • Reporting, wallboard, and call centre features periodically working incorrectly or under specific conditions • Intermittently incorrect call centre KPI / report statistics under unique/specific conditions • Scheduled report not delivered on time
<p>Priority 4</p> <p>Incident affecting a single user</p> <p>A minor annoyance with no impact to end customer's business operations</p>	<ul style="list-style-type: none"> • An incident impacting a single user or a problem where assistance is required to aid troubleshooting • Incorrect report statistics with respect to specific call scenarios. • Single Call Recording not found/unplayable • Non-service affecting functionality working incorrectly

4.4.1 Initial Incident Response Time Target - Onecom shall respond to all reported Incidents within the following initial Incident Response Time Targets from the reporting of any Incident:

Incident Priority	Initial Incident Response Time
Priority 1	60 minutes
Priority 2	2 hours
Priority 3	4 hours
Priority 4	12 hours

Initial Response from Onecom shall include an acknowledgement of the Incident by Onecom and may include a request for any other information reasonably required in order to progress with the response to an Incident.

4.4.2 Service Restoration Target - Onecom shall restore the Services following an Incident within the following Service Restoration Targets:

Incident Priority	Service Restoration Target
Priority 1	6 Hours
Priority 2	12 hours
Priority 3	3 Business Days
Priority 4	No SLA

The Service Restoration Target is measured from the time the Incident is logged in the Supplier Help Desk.

4.5 Escalation Path

Level	Escalation
1	Technical Support Agent
2	Service Desk Manager
3	Head of Customer Experience
4	Operations Director

4.6 Failure to Meet Service Levels

- 4.6.1 When target quality parameters are not met, or when a customer is dissatisfied, they can also use the escalation path noted in section 4.5. Your Account Manager is primarily responsible for ensuring you are satisfied.
- 4.6.2 Onecom gives no service level guarantee that it will resolve any Incident within any particular timescale. Onecom's failure to resolve an Incident in accordance with any service level or other target set out in an Order or Schedule shall not constitute a breach of Contract, nor give rise to any liability of Onecom to the Customer.
- 4.6.3 In addition to clause 4.6.2, Onecom gives no Service Level Guarantee that it will complete any provision of Services within the target delivery timeframes, nor for occasions where Onecom and/or its 3rd Parties or Carriers have missed a pre agreed appointment.