



onecom

Connect4Teams Service Terms

1. General

These Connect4Teams Service Terms should be read in conjunction with all other terms of the Contract.

2. Definitions and interpretation

2.1 Terms defined in the Contract shall have the same meaning in these Connect4Teams Service Terms. The following definitions shall also apply.

Additional User License	an additional user license required by the Customer under an existing Contract, which is supplemental to the Baseline
API	application programming interface
Baseline	the aggregate number of User Licenses as set out in an Order Form
Connect4Teams	the capability to deliver services into Microsoft Teams as further described in clause 3
Microsoft Teams	the unified communications and collaboration platform provided by Microsoft
Incident	a support or maintenance requirement or event relating to the Services
Key Elements of the Service	call routing
Non-Critical System Functionality	features and functions of the system which are beyond the Key Elements of the Service
Performance Measurement Period	a calendar month (or, where the Service Commencement Date falls part way through a month, the period between the Service Commencement Date and the end of the month in which the Service Commencement Date falls)
Planned Maintenance Hours	the period between 10pm and 6am UK time
PSTN	public switched telephone network
Service	Connect4Teams
Service Availability	the Key Elements of the Service are available for use
Service Availability Service Level	the Service Availability measurement set out in clause 10.10
Service Hours	seven days a week, 24 hours a day (including bank holidays)
SIP	session initiation protocol

SIP Service Terms

as applicable:

- (i) Onecom's SIP Service Terms (as amended from time to time) at <https://www.onecom.co.uk/terms-and-conditions/>; and / or
- (ii) Onecom's International SIP Service Terms (as amended from time to time) at <https://www.onecom.co.uk/terms-and-conditions/>

User License

the user licenses required to access and use the Service

- 2.2 The rules of interpretation set out in the General Terms apply to these Connect4Teams Service Terms.

3. Service overview

- 3.1 Connect4Teams is a suite of services designed to deliver direct routing, PBX integration, secure voice recording, analytics, and contact centre capabilities within a Microsoft Teams environment.
- 3.2 The Service will be delivered and managed remotely unless agreed otherwise by Onecom in writing, and for which additional Charges may apply.
- 3.3 Each User License shall include the provision of SIP, and the Customer agrees to comply with the SIP Service Terms.

4. Minimum Term

- 4.1 The Minimum Term applies to each User License.
- 4.2 The Minimum Term of:
- 4.2.1 the Baseline shall commence on the Service Commencement Date; and
 - 4.2.2 any Additional User Licenses, shall commence on the date when such Additional User License is capable of accessing and utilising the Service.

5. Customer obligations

- 5.1 The Customer is responsible for ensuring that its IT services and internal network or internet connection is configured to support the Services and meets the minimum requirements as communicated to the Customer by Onecom from time to time.
- 5.2 In relation to the implementation of the Service, the Customer is responsible for:
- 5.2.1 appointment of a project manager to co-ordinate with the Onecom project manager and/or project co-ordinator in the deployment of the Service and the co-ordination with any existing suppliers where appropriate;
 - 5.2.2 all on site infrastructure, including but not limited to, providing a suitable infrastructure supporting the pre-requisite standards and protocols to support access to the Service (including the ones set up by Microsoft for the Microsoft

Teams environment);

- 5.2.3 collation and provision of Customer data in the format specified by Onecom and as required to enable configuration of the Service;
- 5.2.4 unless specified otherwise, the integration of the Service into the Customer's systems using the Service APIs;
- 5.2.5 unless specified otherwise, the deployment of desktop and mobile clients;
- 5.2.6 unless specified otherwise, the deployment of physical devices at the Customer's premises or other agreed location;
- 5.2.7 applying the correct Microsoft phone system licencing per User to enable the phone system capabilities within the Microsoft Teams environment; and
- 5.2.8 granting access to Microsoft Teams with the required permissions to allow the Service.

6. User Licences

- 6.1 The Customer may, from time to time during the term of the Contract, purchase additional User Licences in excess of the number set out in the Order Form.
- 6.2 Onecom shall invoice the Customer monthly in arrears for User Subscriptions purchased by the Customer following the Effective Date.
- 6.3 The Customer shall not allow the number User Subscriptions to exceed the number specified in the Order Form, unless the Customer has otherwise purchased additional User Licences in accordance with the terms of the Contract.

7. Number presentation

- 7.1 If the Customer wishes to present a number that is not allocated to their Service, and where this can be supported, the following provisions apply:
 - 7.1.1 the Customer must ensure that the number is of a national significant format, is allocated to the Customer and the Customer possesses all necessary permissions in respect of the lines in question;
 - 7.1.2 where the number is not allocated to the Customer, the Customer has obtained written consent from the allocated owner for its use as a number and that such consent has not been withdrawn;
 - 7.1.3 the Customer must ensure that the number is a number that is allocated to them, is in use, connected to a terminal and capable of receiving calls;
 - 7.1.4 the Customer acknowledges that Onecom has the right to suspend or terminate use of the Service if it is found that the Customer is in breach of this clause 7, and

hereby indemnifies Onecom in full against all liabilities, costs, expenses, damages and losses suffered or incurred by Onecom arising out of, or in connection with, any such breach; and

- 7.1.5 the Customer shall on request from Onecom provide all reasonable evidence as Onecom may require so as to audit and monitor the Customer's adherence with this clause 7.

8. Emergency calling

- 8.1 Calling emergency services operates differently with SIP than on traditional telephone services. It is important that the Customer understands these differences and communicates them to all Users. The Customer acknowledges and agrees the provisions of this clause 8 and will provide the information to all Users.
- 8.2 The differences in the calling emergency services include the following:
 - 8.2.1 the emergency service may not know the actual location of a caller making an emergency services call, which could result in the call being routed to the wrong emergency services call centre and/or emergency services being dispatched to the wrong location;
 - 8.2.2 if the Customer's or the User's device has no power, is experiencing a power outage or, for any reason, cannot otherwise access the Internet, the user cannot make an emergency services call through the Service; and
 - 8.2.3 although the Service can be used anywhere in the world where an Internet connection is available, Users should not make an emergency services call from a location outside their home country/region because the call is unlikely to be routed to the appropriate call centre in that country/region.

9. Service management

- 9.1 Reporting an Incident
 - 9.1.1 Priority 1 and Priority 2 Incidents (as described in the table at clause 9.2) must be logged via telephone call only and can be logged seven days a week, 24 hours a day (including bank holidays).
 - 9.1.2 Priority 3 and Priority 4 Incidents (as described in the table at clause 9.2) may be logged by telephone, on OneCloud or via email during Business Hours.
 - 9.1.3 When the Customer is reporting an Incident, it shall provide to Onecom as much information as is reasonably available in the circumstances including but not limited to the following:
 - (a) the reporter's name and telephone number;
 - (b) the affected Site (including postcode);

- (c) Incident description, including the time the Incident occurred, any error messages received and any action taken to diagnose or resolve any fault before reporting the Incident; and
- (d) such other information, assistance, data and other access to information or to the Site as are reasonably necessary to assist Oncom in responding to the relevant Incident.

9.2 Incident Priority

Oncom shall categorise an Incident in line with the following criteria.

Priority Level Description	Example
Priority 1 Complete system failure, network down, total loss of functionality for all Users	Service is completely unavailable for use by the Customer
Priority 2 A substantial impact/degradation of the Customer's use of the Service due to a key element of the Service being unavailable for all Users	Partial outage, severe limitation to Customer's operation or partial loss of system functionality. Production is capable but business is severely impacted
Priority 3 Medium serious impact to business Non-critical system functionality is impacted	Component failure or functional loss resulting in limitation to Customer's operations Moderate limited impact to the Customer's business operations
Priority 4 Incident affecting a single User	An incident impacting a single User or a problem where assistance is required to aid trouble shooting

9.3 Incident Response Time Targets

- 9.3.1 Oncom shall use reasonable endeavours to respond to all reported Incidents within the following Incident response time targets from the reporting of any Incident:

Incident Priority	Incident Response Time Target
Priority 1	4 Business Hours

Priority 2	6 Business Hours
Priority 3	8 Business Hours
Priority 4	12 Business Hours

- 9.3.2 An initial response by Onecom to an Incident shall include an acknowledgement of the Incident and may include a request for other information reasonably required by Onecom in order to progress the response to an Incident.

10. Service Availability

- 10.1 Onecom shall meet or exceed the following Service Availability Service Level:

Service Availability Service Level: 99.5%

- 10.2 Onecom's performance against the Service Availability Service Level shall be calculated separately for each Performance Measurement Period in accordance with the following formula (but shall, for the avoidance of doubt, be aggregated for each Performance Measurement Period in total):

$$(\text{Total Available Minutes} / \text{Total Minutes}) \times 100$$

Where:

Total Available Minutes: during the Performance Measurement Period, the number of minutes during Service Hours where the Service is functioning (which includes the provision or communication of a workaround that allows affected Users to use the Service) for at least 90% of Users; and

Total Minutes: the total number of minutes during Service Hours during the Performance Measurement Period.

11. Exclusions

- 11.1 The Service Levels shall not apply to any unavailability, suspension or termination of the Service:

- 11.1.1 that results from scheduled downtime and/or maintenance (planned or emergency), whether or not during Planned Maintenance Hours;
- 11.1.2 arising from Onecom's suspension and/or termination of the Service in accordance with the Contract;
- 11.1.3 caused by a Force Majeure Event;
- 11.1.4 that results from any acts or omissions of the Customer;
- 11.1.5 that results from the Customer's equipment, software or other technology and/or third-party equipment, software or other technology; or
- 11.1.6 related to any other service provided by Onecom (whether or not distinct service levels may apply to such service).

12. Fraud

12.1 In the event the Customer becomes aware of, or reasonably suspects fraudulent use of the Services, it shall immediately:

12.1.1 stop using the impacted Services; and

12.1.2 notify Onecom.

12.2 The Customer acknowledges and agrees that:

12.2.1 Onecom does not provide or warrant any prevention of fraudulent use of the Services;

12.2.2 in the event of any actual, alleged or suspected fraudulent use of the Services:

(a) Onecom shall have no liability to the Customer; and

(b) Onecom's sole obligation to the Customer is to (at the Customer's cost):

(c) reasonably cooperate with the Customer upon request; and

(d) provide reasonable assistance to the Customer with the prevention of any fraudulent use of the Services reported to Onecom;

12.2.3 it shall remain solely responsible for all expenses and liabilities, including usage charges, relating to the fraudulent use of the Services.

12.3 Without prejudice to clause 12.2, Onecom reserves the right to block any actual, alleged or suspected fraudulent use of the Services without prior notice.

13. Disclaimer

13.1 Upon activation of the Service, the Customer accepts it may experience a temporary loss of its existing line.

13.2 Onecom cannot guarantee that the Service will operate at data transfer speeds set out in the Contract or otherwise.

13.3 The Service is provided on an "as is" and "as available" basis and without warranty of any kind, express or implied, including but not limited to, the implied warranties of merchantability, quality, uninterrupted or error-free, fitness for a particular purpose, any warranties implied by any course of performance or usage of trade, or that the Service will meet the Customer's requirements, all of which are expressly disclaimed.

13.4 Onecom additionally disclaims all warranties related to third-party providers and the Customer acknowledges, understands and agrees that Onecom exercises no control over, and disclaims any responsibility for, the accuracy and quality of any information transmitted via the internet or a telecommunications provider network by or on behalf of Onecom with the use of any account and/or the Services.

14. Planned and Emergency Maintenance

- 14.1 Planned outages may be required for scheduled maintenance and upgrade activities. Onecom will use reasonable endeavours to effect such outages during Planned Maintenance Hours and, where possible, give the Customer at least five Business Days' advance notice of any planned maintenance.
- 14.2 It may be necessary, from time to time, to carry out emergency maintenance to the Services to maintain appropriate levels of service quality. Onecom will use reasonable endeavours to inform the Customer of the likely disruption period at the earliest opportunity and, where necessary, work with Onecom's carrier partners to discourage maintenance without notification.
- 14.3 Emergency maintenance shall, wherever possible, take place within the Planned Maintenance Hours and be notified to the Customer as soon as practical. The Customer acknowledges that it may not be possible to provide the Customer with advance notification of emergency maintenance.



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