

onecom

Onecom Call Recording Service Terms



1. General

These Onecom Call Recording 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 Onecom Call Recording Service Terms. The following definitions shall also apply.

Core Service Element	Onecom call recording
Incident	a support or maintenance requirement or event relating to the Service
Key Elements of the Service	call recording
Non-Critical System Functionality	features and functions of the system which are beyond the Key Elements of the Service
Optional Service Element	voice AI analytics
Planned Maintenance Hours	the period between 10pm and 6am UK time
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)
Service	the Core Service Element, and may also include, where set out in the Commercial Terms, the Optional Service Element
Service Availability	that Key Elements of the Service are available for use including: (i) as a result of a workaround in response to an Incident; and (ii) any period of unavailability excluded pursuant to paragraph 8
Service Availability Service Level	the Service Availability measurement set out in paragraph 7.1
Service Hours	seven days a week, 24 hours a day (including bank holidays)
User Subscriptions	the user subscriptions purchased by the Customer which enable Users to access and use the Services in accordance with the terms of the Contract.

2.2 The rules of interpretation set out in the Contract apply to these Onecom Call Recording Service Terms.

3. Customer obligations

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.

4. Charges

4.1 The Customer may, from time to time during the term of the Contract, purchase additional User Subscriptions in excess of the number set out in the Order Form.

4.2 Onecom shall invoice the Customer monthly in arrears for additional User Subscriptions purchased by the Customer.

- 4.3 The Charges will be calculated based upon the total number of User Subscriptions in the previous month and shall not be prorated irrespective of when the User Subscription was purchased.

5. Restrictions

- 5.1 The Customer agrees and accepts that the Customer's use of the Service is conditional upon compliance with this paragraph 5.

- 5.2 The Customer has no right (and shall not permit any third party) to:

- 5.2.1 copy the Service or distribute, install, or otherwise provide the Service to any other person or organisation;
- 5.2.2 use the Service in any manner that is illegal or not authorised by the Contract;
- 5.2.3 modify, adapt, translate, duplicate, disassemble, reverse assemble, or reverse compile the Service, or otherwise attempt to discover the underlying source code of the Service, for any purpose;
- 5.2.4 use the Service in any manner that intends to compete with or derive competitive information from the Service; and
- 5.2.5 create any derivative works from all or any portion of the Service.

- 5.3 The Customer shall:

- 5.3.1 ensure all Users comply with this paragraph 5; and
- 5.3.2 immediately notify Onecom in the event it becomes aware of, or reasonably suspects that, a User has breached this paragraph 5.

6. Service Management

- 6.1 Reporting an Incident

- 6.1.1 Priority 1 and Priority 2 Incidents (as described in the table at paragraph 6.2) must be logged via telephone call only and can be logged at any time during the Service Hours. Priority 3 and Priority 4 Incidents (as described in the below table at paragraph 6.2) may be logged by telephone, on OneCloud or via email during Business Hours.

- 6.1.2 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 Onecom in responding to the relevant Incident.

6.2 Incident Priority

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

Priority Level Description	Example
<p>Priority 1</p> <p>Total loss of functionality of the Service. All Users are impacted.</p>	<p>Service is completely unavailable for use by the Customer</p>
<p>Priority 2</p> <p>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</p>	<p>Partial outage, severe limitation to Customer's operation or partial loss of system functionality. Production is capable but business is severely impacted</p>
<p>Priority 3</p> <p>Medium serious impact to business Non-Critical System Functionality is impacted</p>	<p>Component failure or functional loss resulting in limitation to Customer's operations. Moderate limited impact to the Customer's business operations</p>
<p>Priority 4</p> <p>Incident affecting a single User</p>	<p>An Incident impacting a single User or a problem where assistance is required to aid trouble shooting</p>

6.3 Incident Response Time Targets

6.3.1 Onecom 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	60 minutes
Priority 2	2 hours
Priority 3	4 hours
Priority 4	12 hours

6.3.2 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.

7. Service Availability

- 7.1 Onecom shall use reasonable endeavors to meet or exceed a Service Availability Service Level of 99.95%.
- 7.2 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 for at least 90% of Users; and

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

8. Exclusions

- 8.1 The Service Levels do not apply to any unavailability, suspension or termination of the Services:
- 8.1.1 that results from scheduled downtime and/or maintenance (planned or emergency), whether or not during Planned Maintenance Hours;
 - 8.1.2 arising from Onecom's suspension and/or termination of the Service in accordance with the Contract;
 - 8.1.3 caused by a Force Majeure Event;
 - 8.1.4 that results from any acts or omissions of the Customer;
 - 8.1.5 that results from the Customer's equipment, software or other technology and/or third-party equipment, software or other technology; or
 - 8.1.6 related to any other service provided by Onecom (whether or not distinct service levels may apply to such service).

9. Planned and Emergency Maintenance

- 9.1 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 5 Business Days' advance notice of any planned maintenance.
- 9.2 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.
- 9.3 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.

10. Termination

10.1 Following termination of the Service (or any part thereof):

10.1.1 Onecom shall be under no obligation to provide the Customer with any historical data or records in respect of the Customer's use of the Service; and

10.1.2 all data (if any) stored on the Service shall be permanently deleted without notice to the Customer.