

onecom

# Zoom Service Terms



## 1. General

These Zoom 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 Zoom Service Terms. The following definitions shall also apply.

<b>API</b>	application programming interface
<b>Key Element of the Service:</b>	call routing
<b>Non-Critical System Functionality</b>	features and functions of the Service which are beyond the Key Elements of the Service
<b>Planned Maintenance Hours</b>	the period between 10pm and 6am UK time
<b>Performance Measurement Period:</b>	a calendar month (or, where the Service Commencement Date falls part way within a month, the period between the Service Commencement Date and the end of the month in which the Service Commencement Date falls)
<b>Reseller Customer Terms of Service</b>	Zoom's reseller customer terms of service (as updated from time-to-time) published at <a href="https://zoom.us/docs/en-us/EULA-terms-of-service.html">https://zoom.us/docs/en-us/EULA-terms-of-service.html</a> (or such other online address as Onecom notifies the Customer of)
<b>Service(s)</b>	the Zoom Products (or any of them)
<b>Service Availability</b>	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 11
<b>Service Availability Service Level</b>	the Service Availability measurement set out in paragraph 10.1
<b>Service Hours</b>	seven days a week, 24 hours a day (including bank holidays)
<b>SIP</b>	Session Initiation Protocol
<b>Territory</b>	United Kingdom
<b>Zoom Products</b>	Zoom Phone and Zoom Contact Centre (and any other Zoom services which Onecom may provide from time to time)
<b>Zoom</b>	Zoom Video Communications, Inc.

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

## 3. Term and Termination

3.1 In the event the Customer purchases additional Zoom Product licences during the Minimum Term, the term for such licences shall run coterminous with the Minimum Term (which for the avoidance of doubt shall include the Minimum Term together with any extensions), unless expressly stated otherwise.

- 3.2 This paragraph 3.2 applies to Large Business Customers only. Upon expiry of the Minimum Term, the Contract shall automatically renew for successive periods equal to the Minimum Term (each a **Renewal Term**) unless the Customer serves at least 90 days' Notice prior to the expiry date of the Minimum Term or Renewal Term (as applicable) to terminate the Contract.
- 3.3 This paragraph 3.3 applies to Small Business Customers and Not-for-profit Customers only. Upon expiry of the Minimum Term, the Contract shall automatically terminate, unless at least 90 days' prior to expiry of the Minimum Term, the Customer gives Notice to Onecom that it wishes to renew the Contract for a period equal to the Minimum Term.
- 3.4 The minimum notice period for termination of the Services without cause is 90 days.

#### **4. Customer Obligations**

- 4.1 It is the Customer's responsibility to ensure that its 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.
- 4.2 The Customer agrees and accepts it is a condition of the Contract that the Customer agrees to the Reseller Customer Terms of Service.
- 4.3 The Customer shall ensure that all Users comply with the Reseller Customer Terms of Service.
- 4.4 The Customer shall immediately notify Onecom if it becomes aware of, or reasonably suspects that, a User has breached the Reseller Customer Terms of Service.
- 4.5 In relation to the implementation of the Service, the Customer is responsible for the following:
- 4.5.1 appointing a project manager to co-ordinate with the Onecom project manager and/or project co-ordinator in the deployment of the Services and the co-ordination with any existing suppliers where appropriate;
  - 4.5.2 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 Services;
  - 4.5.3 completing an environment test (to Onecom's satisfaction) to verify that the Customer has a suitable network infrastructure to support the Services and providing the results to Onecom, or providing Onecom with all relevant access and information to allow Onecom to complete an environment test on the Customer's behalf;
  - 4.5.4 collation and provision of Customer data in the format as specified by the Onecom and as required to enable configuration of the Services;
  - 4.5.5 the integration and configuration of the Services into the Customer's systems using the Service APIs;
  - 4.5.6 the deployment of desktop and mobile clients; and
  - 4.5.7 the deployment of physical devices at a Site or other agreed location.

#### **5. Training**

Upon request, Onecom can arrange for training to be provided to Users via the Zoom Learning Center, a free educational platform hosted by Zoom. Additional training may be purchased by the Customer, which shall be provided on a train the trainer basis, and the number of training days and the applicable Charges will be detailed in the Order (where applicable).

#### **6. Number Presentation**

- 6.1 In the event that the Customer wishes to present a number that is not allocated to their Service, and where this can be supported, the following provisions apply:



- 6.1.1 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;
- 6.1.2 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;
- 6.1.3 the Customer must ensure that the number must be a number that is allocated to them, is in use, connected to a terminal and capable of receiving calls;
- 6.1.4 the Customer acknowledges that Onecom has the right to suspend or terminate the Service (in whole or in part) if it is found that the Customer is in breach of this paragraph 6 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
- 6.1.5 the Customer shall on request from Onecom provide all reasonable evidence as Onecom may require so as to audit and monitor the Customer's compliance with this paragraph 6.

## **7. Emergency Calling**

- 7.1 Emergency services calling operates differently with SIP than on traditional telephone services. The Customer acknowledges and agrees to the provisions set out in this paragraph and shall ensure that the information is communicated to all Users.
- 7.2 The differences in the emergency services calling capabilities via SIP and traditional telephone services include the following:
  - 7.2.1 the emergency services 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;
  - 7.2.2 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
  - 7.2.3 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.
- 7.3 The Customer shall provide a full postal address for each telephone number to enable Onecom to maintain an up-to-date record of installation addresses.
- 7.4 It remains the Customer's responsibility to inform Onecom of any changes to any installation address throughout the duration of the Contract.
- 7.5 The Customer shall comply with Zoom's emergency calling notices, policies, processes, and procedures as may be updated from time to time, published at <https://zoom.us/trust/resources> (or such other online address that Onecom notifies the Customer of).
- 7.6 In respect of the Zoom Phone Service, to the maximum extent permitted by Applicable Law neither Onecom nor Zoom shall be liable for any failure or limitation of:
  - 7.6.1 emergency services calling or inability to reach or use emergency services via the Zoom Phone Service due to an outage affecting either Service; or the inability to place or complete emergency calls from any Zoom-enabled device, User line, or Site, or inability to access emergency personnel;
  - 7.6.2 emergency responders to respond, or to respond to the correct location where the equipment, User, or caller is physically present or where such emergency services are required; and

- 7.6.3 inability to reach or use emergency services due to circumstances outside of Zoom's or Onecom's control including:
- (a) loss of electrical power;
  - (b) loss of User or emergency responders' internet connectivity;
  - (c) defective or misconfigured equipment;
  - (d) network congestion that is not directly and solely caused by Zoom's own Zoom Phone Service infrastructure;
  - (e) delays associated with updating the registered service location save for delays resulting directly and solely from Zoom's or Onecom's act or omission;
  - (f) restrictions created by non-voice User and/or Onecom equipment;
  - (g) relocated User equipment and/or Onecom equipment, including outside of the Territory;
  - (h) the simultaneous use of one line with multiple pieces of equipment;
  - (i) failure of emergency response centres to answer an emergency call;
  - (j) failures of any third parties that are responsible for routing emergency calls;
  - (k) the use of non-native telephone numbers; and
  - (l) failure of any emergency service personnel to call back directly to the number from which an emergency call was made or failure of User and/or Onecom equipment to receive callbacks from emergency service personnel.

## **8. Telephone Numbers**

- 8.1 Nothing in the Contract gives the Customer ownership of any telephone number provided as part of the Service.
- 8.2 The Customer may transfer telephone numbers to or from Onecom or the applicable third-party operator to the extent that there is a relevant porting agreement in place.
- 8.3 Numbers cannot be held without an appropriate paid licence.
- 8.4 The Customer shall ensure that all Users comply with Zoom's numbering policy as may be updated from time to time, published at <https://explore.zoom.us/docs/doc/Zoom-Phone-Numbering-Policy.pdf> (or such other online address that Onecom notifies the Customer of).

## **9. Service Management**

### **9.1 Reporting an Incident**

- 9.1.1 Priority 1 and Priority 2 Incidents (as described in the below table) 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) may be logged by telephone, on OneCloud or via email during Business Hours.
- 9.1.2 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.

## 9.2 Incident Priority

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

Priority Level Description	Example
<b>Priority 1</b> Total loss of functionality of the Service. All Users are impacted.	Service is completely unavailable for use by the Customer
<b>Priority 2</b> A substantial impact/degradation of the Customers 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
<b>Priority 3</b> 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
<b>Priority 4</b> 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 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

- 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 use reasonable endeavors to meet or exceed the following Service Availability Service Levels:

10.1.1 Zoom Phone: Service Availability Service Level: 99.99%; and

10.1.2 Zoom Contact Centre: Service Availability Service Level: 99.9%.

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 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 do not apply to any unavailability, suspension or termination of the Services:

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. Planned and Emergency Maintenance

12.1 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.

12.2 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.

12.3 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.