

1 DEFINITIONS AND INTERPRETATION

- 1.1 Words and phrases with capital letters used in this Agreement and not otherwise defined shall have the meanings set out in **Schedule 1 (Definitions)**, unless the context requires otherwise.
- 1.2 In this Agreement, headings and bold type are for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement, unless the context otherwise requires.
- 1.3 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders, and the term 'include(s)', 'including' or 'in particular' are deemed to have the words 'without limitation' following them.
- 1.4 In the case of conflict or ambiguity, the order of precedence for this Agreement and any documents attached to or referred to in it will be as follows, in descending order of importance:
 - 1.4.1 the Order or Voice Recording (as applicable);
 - 1.4.2 any Service specific terms and conditions contained in the Schedules and Appendices;
 - 1.4.3 the Supplier's Policies;
 - 1.4.4 these General Conditions;
 - 1.4.5 the relevant Tariffs for the Service (where applicable); and
 - 1.4.6 any further conditions relating to specific services (where referenced in the applicable Schedule)together, these documents set forth the agreement between the Customer and the Supplier. All terms and conditions are available at <https://chessict.co.uk/legal/>.
- 1.5 The Supplier agrees to fulfil the Order in accordance with its terms and conditions referred to above to the exclusion of all other terms and conditions, including any terms communicated to the Supplier at any time prior to, with or after acceptance of the Order. Where the Customer provides the Supplier with a Purchase Order in respect of the Services stated on the Order, the Customer will be deemed to have accepted the Order and the applicable terms and conditions of the Supplier to the exclusion of all others in the same way it would had the Customer signed the Order.

2 COMMENCEMENT AND DURATION

- 2.1 This Agreement shall commence on the date of this Agreement and shall continue in force for a minimum period of two (2) years from the Commencement Date or as otherwise specified in the applicable Order or Schedule ("Minimum Term") and thereafter shall be renewed automatically for successive periods of twelve (12) months (each a "Successive Term") unless terminated:
 - 2.1.1 by the Customer giving the Supplier not more than ninety (90) days and no less than thirty (30) days written notice, before the end of the Minimum Term or Successive Term; or
 - 2.1.2 in accordance with clause 8.
- 2.2 Certain Services are subject to longer notice periods for termination which are imposed by the Third-Party Supplier. Termination notice provisions for such Services will be as set out in the Order, the relevant **Schedule 3 (Services)** and/or **Schedule 4 (Support Service)**, and in respect of such Services clause 2.1 will be deemed to be amended accordingly.
- 2.3 Any Services used by the Customer during any notice period in accordance with clause 2.1 and clause 2.2 above will be chargeable, and any Third-Party Supplier costs (including

termination fees) incurred by the Supplier within this notice period in accordance with clause 8.7. Termination Charges may apply if the Service is terminated outside of the prescribed timescales set forth in clause 2.1 or clause 2.2 above.

- 2.4 Where certain Services are subject to Industry Regulations, Microenterprise or Small Enterprise Customers and/or Non-for-Profit Customers may have additional rights in respect of contract terms such as renewal periods, contract variations, termination and dispute resolution. These rights will be included within the terms of the relevant **Schedule 3 (Services)**, however further information on such rights can also be found at www.ofcom.org.uk.
- 2.5 Where the Customer has provided notice to terminate for convenience under clause 2.1.1 (or as otherwise expressly provided for in the Agreement), but fails to transfer the services away from the Supplier within 30 days from expiry of the Minimum Term or Successive Term, or provide written confirmation that services are to be ceased upon expiry of such notice, the Customer's conduct shall be deemed acceptance by the Customer of a continuing agreement with the Supplier for a Successive Term or subsequent Successive Term and constitute withdrawal of the notice of termination.

3 SERVICES

- 3.1 The Supplier shall with effect from the Commencement Date provide to the Customer the Services set out in the Order as further detailed in **Schedule 3 (Services)** and **Schedule 4 (Support Services)** for the duration of the Minimum Term and any Successive Term. For the avoidance of doubt, the use of the Services or payment of the Services is deemed as acceptance of this Agreement and the terms and conditions contained herein.
- 3.2 If any element of the Services is provided over MyPortal or any Third-Party Supplier portal or contact platform the following terms shall apply:
 - 3.2.1 the Customer acknowledges that neither the internet nor the server through which the Supplier and/or Third-Party Suppliers provide the internet enables elements of the Services are secure;
 - 3.2.2 the Supplier shall use reasonable endeavours to keep the internet enabled elements of the Services secure, however the Supplier cannot guarantee the security or privacy of the information available through such elements;
 - 3.2.3 any Software or Documentation provided by the Supplier in connection with the provision of the Services shall be subject to the provisions under clauses 3.12 to 3.15 and clause 11;
 - 3.2.4 the Supplier and/or a Third-Party Supplier shall be entitled to modify MyPortal or any other portal or contact platform element of the Services from time to time if the Supplier considers such modification and/or replacement is reasonably necessary for the continued provision of the Services.
- 3.3 Where applicable, the Supplier shall provide to the Customer the Support Services as set out in the Order and further detailed in **Schedule 4 (Support Services)**.
- 3.4 Where the Customer cancels part only of a Service, the Supplier reserves the right to charge the Customer for the Services so cancelled in accordance with clause 8.6 and to amend the Charges to the Customer for the remaining Services to the Supplier's standard published Tariffs.

GENERAL CONDITIONS

SUPPLIER OBLIGATIONS

- 3.5 The Supplier shall provide the Services in accordance with the terms of this Agreement and the Services will be performed:
- 3.5.1 with all due skill, care and diligence;
 - 3.5.2 in compliance with the Service Levels and Good Industry Practice; and
 - 3.5.3 so as to conform with all Applicable Law relating to the provision of the Services.
- 3.6 The Supplier will not be liable under this clause 3 or be required to remedy any problem arising from or caused by the Customer's use of the Services in a manner other than in accordance with this Agreement or as directed by the Supplier.
- 3.7 The Supplier does not warrant, guarantee or represent that the Services will be continuously available or free from errors and interruptions and the Supplier may be dependent upon Third-Party Suppliers when providing the Services.
- 3.8 The Supplier shall be entitled to restrict access to Services, if required, at the sole discretion and opinion of the Supplier, for the safety of the Customer Network, to maintain integrity of the Service, in particular to prevent serious malfunction of the Services, Equipment, Software and any stored information or data. Any restrictions shall be kept to a minimum and the Supplier shall use commercially reasonable endeavours to notify the Customer in advance of such restrictions.
- 3.9 Notwithstanding any other provisions of this Agreement but subject to clause 9.2, the Supplier shall not be liable to the Customer in contract, tort (including negligence) or otherwise for the actions of any Third-Party Supplier that affect or otherwise impact upon the provision of the Services.

CUSTOMER OBLIGATIONS

- 3.10 The Customer shall be responsible for the safe keeping and proper use of the Services and Equipment and the Customer undertakes in particular:
- 3.10.1 to use the Services in accordance with the terms of this Agreement, manufacturers recommendations and any reasonable operating instructions as may be notified to the Customer by the Supplier from time to time;
 - 3.10.2 to use the Services in accordance with the Supplier's Fair Use Policy and Acceptable Use Policy;
 - 3.10.3 to comply with Applicable Law and Good Industry Practice;
 - 3.10.4 not to allow any unauthorised connection, gateway or access to the Services and/or Equipment for any purpose other than that for which the Services and/or Equipment is provided;
 - 3.10.5 not to use the Services and to procure that none of its employees use the Services to transmit or receive any material which is defamatory, offensive or of an abusive or menacing character or otherwise is in breach of this Agreement;
 - 3.10.6 not to use the Services fraudulently or in connection with a criminal offence or in any way that is unlawful;
 - 3.10.7 provide such reasonable assistance to and not to impede the Supplier in the performance of its obligations under this Agreement; and
 - 3.10.8 at its own expense, obtain all relevant licences, permissions, authorisations, registrations and approvals required in connection with or necessary for the use of the Services from the appropriate legislative, regulatory or advisory body and shall provide copies of the same upon reasonable request.

SITE ACCESS, PREPARATION AND INSTALLATION

- 3.11 To enable the Supplier to comply with its obligations under this Agreement the Customer shall:
- 3.11.1 allow or procure permission for the Supplier during Normal Working Hours to have reasonable access to the Site and the connection points or, where network connection services form part of the Services, such location on the Site and/or any neighbouring property as the Supplier reasonably requires and the Customer shall at all times provide such reasonable assistance as the Supplier requests;
 - 3.11.2 prepare the Customer Network for installation of the Services, unless otherwise specified in the Order, by ensuring that it is fully configured in accordance with the Supplier's technical specifications;
 - 3.11.3 where required, provide a continuous mains electricity supply and connecting points;
 - 3.11.4 where at the request of the Customer, the Supplier carries out work outside of Normal Working Hours, the Customer shall be responsible for the Supplier's reasonable additional charges;
 - 3.11.5 at its own expense, obtain all permissions, licences, waivers, consents, registrations and approvals reasonably required and comply with all Applicable Law necessary for the provision of the Services and installation of the Equipment;
 - 3.11.6 take all reasonable steps to provide a suitable and safe working environment on the Site and notify the Supplier in writing of any health and safety rules and regulations and security requirements that apply to the Site;
 - 3.11.7 shall not knowingly or recklessly transmit any material which contains software viruses, or any computer codes, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware; and
 - 3.11.8 at its own expense, prepare and maintain during the term of this Agreement the Site, the Equipment, the environmental conditions of the Site and Equipment and as otherwise the Supplier may reasonably require.

THIRD-PARTY SOFTWARE

- 3.12 Where the Supplier makes available Third-Party Software for the Customer to use with the Services, the Customer shall be required to enter into an End User licence agreement in the form set out at any web-link or other location that the Supplier or the supplier of the Third-Party Software may notify the Customer, as amended or supplemented from time to time ("EULA").
- 3.13 By accepting the terms of the EULA, the Customer agrees to observe and comply with it for any and all use of the Services. If the Customer does not comply with the EULA, the Supplier and/or the supplier of the Third-Party Software may restrict or suspend the Services upon reasonable notice.
- 3.14 Where a EULA has not, for any reason, been entered into for any Third-Party Software made available to the Customer by the Supplier, the Customer acknowledges and agrees that they shall comply with the obligations set out in clause 11.6 to 11.9 inclusive in respect of any Third-Party Software.
- 3.15 All EULA and rights to use the Third-Party Software shall automatically terminate on termination of this Agreement in accordance with clause 11.6.2.

CUSTOMER NETWORK

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- 3.16 If the Supplier is unable to configure the Services due to the Customer Network not being ready to connect to the Services or the Supplier discovers that the pre-defined infrastructure and/or configuration agreed with the Customer is not accurate or is incorrect and additional works are required, then the Customer shall be liable to the Supplier for any and all costs and expenses (including Third-Party Supplier costs and expenses) incurred by the Supplier as a result of any Professional Services undertaken to reconfigure the Customer Network and/or any cancelled or rescheduled engineer visit.
- 3.17 Where applicable, or as specified in the Order, the provision of Services may be subject to a survey of the Site and/or engineering visit by the Supplier to ensure that the Site and/or the Customer Network is in accordance with the Supplier's technical specifications, the Customer shall:
- 3.17.1 allow the Supplier, its subcontractors and/or Third-Party Supplier to carry out a survey of the Site to assess suitability of the Customer Network for the provision of Services in accordance with **Schedule 3 (Services)**;
- 3.17.2 be responsible for the Supplier's reasonable additional charges where a survey of the Site is carried out, including the costs of the survey, provisioning, engineering and all other costs and expenses associated with any Professional Services, including but not limited to Third-Party Supplier costs and expenses associated with ensuring that the Site is suitable for the provision of the Services; and
- 3.17.3 at its own discretion, request the Supplier, its subcontractors and/or Third-Party Supplier to submit a proposal to reprogram and/or remove existing Customer Equipment, upgrade or reconfigure the Customer Network to ensure technical compatibility which is necessary for the provision of the Services.

For the avoidance of doubt, any additional works agreed between the Parties under this clause 3.17 shall be subject to a further charge.

SERVICE LIMITATIONS

- 3.18 The Customer acknowledges and agrees that there may be technical or geographical limitations which restrict or prevent installation and/or provision of the Services, some of which may not be identified until the Services have been installed, and the Supplier shall notify the Customer as soon as reasonably practicable of any limitations affecting the provision of the Services or inability to provide the Service, the performance of the Services and its effect on other services or Equipment.
- 3.19 The Customer acknowledges and accepts that:
- 3.19.1 the Supplier cannot guarantee and does not warrant that the Services will be free from interruptions or will be free from service faults;
- 3.19.2 there may be degradations of the quality of the Service due to matters beyond the reasonable control of the Supplier; and
- 3.19.3 the Supplier may change the technical specification of the Services or interrupt the Services to maintain the quality of the Services, for operational or health and safety reasons, or where there is an emergency.
- 3.20 The Supplier shall use reasonable endeavours to keep such restrictions and/or limitations to a minimum and shall use commercially reasonable endeavours to notify the Customer in advance of such restrictions and/or limitations, however the Supplier shall not be liable for any loss or damage incurred by

the Customer should the Services be interrupted or restricted from time to time.

SERVICE AMENDMENTS

- 3.21 Throughout the Term of the Agreement the Customer may, subject to notifying the Supplier as soon as reasonably practicable, request;
- 3.21.1 to move or transfer Services and/or Equipment to a new Site;
- 3.21.2 configuration changes; or
- 3.21.3 material change to the Service, including but not limited to the addition, upgrade and/or removal of a Service.
- 3.22 If a new installation, configuration changes or moving Site involves the visit of an engineer to facilitate it, the Customer shall be responsible for the costs incurred by the Supplier for the appointment of the engineer together with an administration fee in respect of additional works required to be undertaken by the Supplier to complete the necessary works. Such activity shall be chargeable as a MACD Service.
- 3.23 Where the Customer requests to transfer or move Services and/or Equipment to a new Site or a material change to the Services during the Minimum Term, the Customer and the Supplier will agree an additional Order, which will include a new Minimum Term and the Supplier may at its sole discretion apply early Termination Charges to the existing Services.

EQUIPMENT

CUSTOMER EQUIPMENT

- 4.1 The Customer shall be responsible for the provision, installation, configuration, monitoring, support and management of any Customer Equipment connected to or used in the provision of Services and the Customer hereby agrees that:
- 4.1.1 all Customer Equipment shall be connected at the applicable points and adequately protected against viruses and other breaches of security;
- 4.1.2 any Customer Equipment connected to or used for the Services shall at all times be connected and shall be technically compatible with the Service, and shall conform to Quality Standards and/or Applicable Law;
- 4.1.3 it shall maintain the Customer Equipment in good operating condition, subject to normal wear and tear and shall undertake repairs and preventative maintenance on the Customer Equipment in accordance with the manufacturer's instructions, including warranty terms and conditions, to maintain the Customer Equipment to its published specifications, unless otherwise included in **Schedule 4 (Support Services)** which are being provided by the Supplier; and
- 4.1.4 the Supplier shall not be under any obligation to connect or keep connected the Customer Equipment if it does not comply with clause 4.1.1 or if in the reasonable opinion of the Supplier such connection is likely to cause death, personal injury, damage or to impair the quality of the Services.
- 4.2 Clause 4.1 shall not apply where the Supplier provides Support Services but only to the extent that the obligations stated in clause 4.1 is within the scope of the Supplier's obligations as detailed in **Schedule 4 (Support Services)**.

HARDWARE

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- 4.3 The quantity, quality and description of and any specification for the Hardware shall be those as further described in the Order or Third-Party Suppliers and/or manufacturers technical and operational instructions as may be amended from time to time.
- 4.4 The Supplier shall use commercially reasonable endeavours to deliver the Hardware to the Customer on the date and to the address specified in the Order, if no date is specified, within a reasonable period from the date of this Agreement. However, time shall not be of essence in respect of any delivery of Hardware.
- 4.5 Risk in and liability for the Hardware shall pass to the Customer on delivery of each item thereof, however title to the Hardware shall not pass to the Customer until the Customer has paid the Supplier in full for the Hardware.
- 4.6 The Supplier shall warrant that upon delivery and for a period of twelve (12) months from the date of delivery **“Warranty Period”** the Hardware shall:
- 4.6.1 conform in all material respects with the description
 - 4.6.2 be free from material defects in design, material and workmanship; and
 - 4.6.3 be of satisfactory quality
- where additional warranties are provided by Third-Party Suppliers and/or manufacturers of the Hardware, the Supplier shall use reasonable endeavours to notify the Customer as soon as reasonably practicable.
- 4.7 The Customer shall be responsible for installing and supporting the Hardware, unless otherwise specified in the Order or where installation and support is provided by way of Professional Services or Support Services being provided by the Supplier and the Supplier shall not be liable for any loss or damage caused by or repairs required as a result of, installation or misuse of, or damage to any Hardware.
- 4.8 The Customer hereby agrees that it shall maintain the Hardware in good operating condition, subject to normal wear and tear and shall undertake repairs and preventative maintenance on the Hardware in accordance with the manufacturer's instructions, including warranty terms and conditions, to maintain the Hardware to its published specifications, unless otherwise included in **Schedule 4 (Support Services)** which are being provided by the Supplier.

RENTAL EQUIPMENT

- 4.9 The Customer hereby agrees:
- 4.9.1 the Rental Equipment shall at all times remain the property of the Supplier, its subcontractors and/or Third-Party Supplier and the Customer shall (if applicable) enter into a separate lease agreement with the Supplier or a Third-Party Supplier for the provision of Rental Equipment;
 - 4.9.2 only to use the Rental Equipment for the provision of the Services and at all times comply with the terms and conditions of the applicable rental agreement, together with the manufacturer's recommendations and all reasonable instructions from the Supplier in relation to its connection, use, monitoring and support;
 - 4.9.3 it shall maintain the Rental Equipment in good operating condition, subject to normal wear and tear and shall undertake repairs and preventative maintenance on the Rental Equipment in accordance with the manufacturer's instructions, including warranty terms and conditions, to maintain the Rental

Equipment to its published specifications, unless otherwise included in **Schedule 4 (Support Services)** which are being provided by the Supplier; and

- 4.9.4 on expiry or termination of this Agreement, the Customer, where expressly stated within the separate lease agreement, shall return at its own cost, all Rental Equipment, in accordance with the terms and conditions of the separate lease agreement and in good operating condition, subject to reasonable wear and tear to the Supplier, its subcontractors and/or Third-Party Supplier.

ANCILLARY EQUIPMENT

- 4.10 Where the Supplier has provided the Customer with the Ancillary Equipment necessary for the provision of the Service without charge, the Customer hereby agrees that:
- 4.10.1 the property in and ownership of Ancillary Equipment at all times remain the property of the Supplier, its subcontractors and/or Third-Party Supplier;
 - 4.10.2 risk in and liability of Ancillary Equipment passes to the Customer on delivery and during the Minimum Term and any Successive Term and the Customer must insure Ancillary Equipment in respect of all relevant risks from delivery;
 - 4.10.3 it shall maintain the Ancillary Equipment in good operating condition, subject to normal wear and tear and shall undertake repairs and preventative maintenance on the Ancillary Equipment in accordance with the manufacturer's instructions, including warranty terms and conditions, to maintain the Ancillary Equipment to its published specifications, unless otherwise included in **Schedule 4 (Support Services)** which are being provided by the Supplier;
 - 4.10.4 the Supplier has the right to assign or transfer any rights (including but not limited to security interest and/or encumbrance) to Ancillary Equipment without the Customer's consent;
 - 4.10.5 the Supplier reserves the right to modify, upgrade, replace or introduce new technologies and/or Ancillary Equipment during the term of this Agreement;
 - 4.10.6 it must not, nor permit any other person, to sell, let, transfer, dispose of, mortgage, charge, move, add to, modify, repair, service, tamper with or in any way interfere with Ancillary Equipment;
 - 4.10.7 it shall be liable to the Supplier for any loss or damage to Ancillary Equipment, except where the loss or damage is caused by Supplier's negligence, and shall indemnify the Supplier for costs in repairing or replacing Ancillary Equipment;
 - 4.10.8 the Supplier does not provide any warranty in respect of the Ancillary Equipment but, where possible, will provide the Customer with the benefit of any manufacturer's warranty;
 - 4.10.9 upon expiry or termination, the Supplier shall be entitled to:
 - (a) require the Customer (at Customer's cost and risk) immediately return Ancillary Equipment to the Supplier, its subcontractors or and/or Third-Party Supplier; or
 - (b) enter the Site to recover the Ancillary Equipment.
 - 4.11 Notwithstanding the expiry or earlier termination of this Agreement for any reason whatsoever, the

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Supplier shall have no obligation to remove the Ancillary Equipment from the Site. In such circumstances, the Customer shall be responsible for its disposal and any associated costs.

- 4.12 Where the Customer fails to (i) return Ancillary Equipment and/or (ii) facilitate collection of the Ancillary Equipment by the Supplier within 30 days of the request by the Supplier, the Customer will be in breach of the Agreement. In this case the Supplier shall be entitled to charge the Customer a sum equal to the value of the Ancillary Equipment at the date it should have been returned assuming it was kept in good condition and used properly as envisaged by this Agreement (“**Non-Return Charge**”). The Supplier shall be entitled to invoice the Non-Return Charge and will provide reasonable notice for payment.

HARDWARE FREE OF CHARGE

- 4.13 Where the Supplier provides the Customer with Hardware free of charge (as stated on the Order), the Supplier is providing the Hardware in consideration for the Customer fulfilling its contractual commitments as set out in the Agreement including but not limited to
- 4.13.1 paying all Charges due to the Supplier; and
- 4.13.2 achieving any minimum commitments such as Minimum Term, Minimum Spend or other commitment agreed between the Supplier and Customer.
- 4.14 Where the Customer fulfils its commitments as detailed at clause 4.12, then upon expiry or termination of the Agreement, title to the Hardware shall pass to the Customer.
- 4.15 In the event the Customer does not fulfil its commitments to the Supplier as detailed at clause 4.12, the Customer shall be required to return the Hardware to the Supplier upon expiry or termination of the Agreement. Should the Customer fail to return the Hardware within 30 days of a request by the Supplier, the Supplier shall be entitled to invoice the Customer a sum equal to the value of the Hardware as at the date it should have been returned which shall be payable in accordance with clause 6.
- 4.16 For the avoidance of doubt, paragraphs 4.2 to 4.8 apply in relation to Free of Charge Hardware in addition to paragraphs 4.13 to 4.15 above.

5 SECURITY AND PASSWORDS

- 5.1 The Customer acknowledges and agrees that it is the sole responsibility of the Customer to set up and maintain appropriate security measures for use of the Services and/or Equipment, including but not limited to:
- 5.1.1 protecting all passwords and mitigating exposure to any suspected or known security breach by resetting passwords, requesting that accounts are disabled and reporting incidents to the Supplier;
- 5.1.2 maintaining security and confidentiality of authentication details for online service portals and other services;
- 5.1.3 employing security devices, including virus checking software;
- 5.1.4 adequate resilience to protect against loss or connectivity of Services, such as backing up all data, disaster recovery procedures and appropriate power supply; and

- 5.1.5 secure implementation and management of the Customer's systems including any Customer Equipment to identify and mitigate exposure to theft, fraud and/or deception.

- 5.2 Where the Customer is or becomes aware of any matters which it knows or ought reasonably to be expected to know constitutes a threat or breach of security, theft, fraud and/or deception (whether actual or attempted) in relation to the use of the Services and/or Equipment, the Customer will immediately advise the Supplier of such matters and where necessary shall report such incidents to the Police.
- 5.3 The Customer agrees to indemnify and keep the Supplier indemnified for any costs, losses or damages suffered or incurred by the Supplier arising out of or in connection with any claim made or threatened against the Supplier by a third party arising from any Fraudulent Activity due to the Customer's breach of this clause 5, including any costs or expenses reasonably incurred by the Supplier in investigating any such Fraudulent Activity.

6 CHARGES AND PAYMENT

- 6.1 Unless otherwise stated in **Schedule 3 (Services), Schedule 4 (Support Services)** or the Order, Charges for the Services and/or Equipment will be charged in accordance with applicable Tariffs and the Supplier shall invoice the Customer electronically for the Charges payable under this Agreement, unless otherwise specified in writing by the Supplier.
- 6.2 The Customer acknowledges and agrees that where the Services (or any part thereof, including each Site) are being upgraded or replaced with a different Service, the Supplier shall reserve the right to Charge the Customer for both the existing Services, where they remain Connected and the new Services from the Commencement Date.
- 6.3 The Customer shall pay all Charges in accordance with the payment terms stated on the invoice, if not stated then, within thirty (30) days of the Commencement Date.
- 6.4 Unless otherwise stated all amounts due from the Customer to the Supplier under this Agreement shall be paid within seven (7) days of receipt of the Supplier's invoice.
- 6.5 Subject to clause 6.17, the Customer agrees to pay the Supplier in full, without any set-off, counterclaim or deduction, all sums due to the Supplier under this Agreement.
- 6.6 All amounts payable by the Customer under this Agreement are exclusive of value added tax, which the Customer shall be additionally liable to pay the Supplier.
- 6.7 The Customer shall be responsible for all Charges, unless otherwise stated in **Schedule 3 (Services)**, for the use of the Services, by either the Customer or any third party who has gained access to the Services, with or without the Customer's knowledge and consent or other Fraudulent Activity in connection with the use of the Services provided under this Agreement.
- 6.8 The Customer may request a paper invoice or an alternative payment method to direct debit, subject to payment of a reasonable administration fee. Invoices paid by credit card shall incur an additional charge of 1.8% of the payment value.
- 6.9 The Customer acknowledges and agrees that the Supplier can vary the amount, frequency and time of any direct debit to such level as the Supplier deems reasonably appropriate to:
- 6.9.1 take account of either an increase or decrease in the provision of the Services;
- 6.9.2 to reduce such indebtedness of the Customer to the Supplier, and/or;

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6.9.3 such other operational matter effecting the Service as the Supplier shall in its discretion deem reasonable.

The Supplier shall notify the Customer of such variation by giving not less than five (5) Working Days written notice, such notice to be given either on the invoice or on <https://chessict.co.uk> and continued use of the Service is deemed acceptance of the variation.

- 6.10 The Supplier may vary the Charges at any time by notifying the Customer by post, email, on the Chess Customer Portal, on the Customer's invoice or on www.chessict.co.uk and the revised Charges will apply to all Services provided thirty (30) days after the effective date of the notice.
- 6.11 The Supplier may invoice the Customer for any Services used under this Agreement at any time following the date on which the Services were used.
- 6.12 The Charges payable shall be calculated by reference to data recorded by Chess or its Third-Party Supplier and not by reference to any data recorded by the Customer. Chess shall be entitled to estimate the Charges where relevant data is not available to Chess in a timely manner and such estimated Charges will be reconciled on a subsequent invoice.

CREDIT LIMIT/SECURITY

- 6.13 The Supplier may carry out a credit check on the Customer at any time, prior to the Customer and Supplier entering into this Agreement, and throughout the term of this Agreement where there is:
- 6.13.1 a material adverse change in the financial position of the Customer; or
- 6.13.2 recent or subsequent non-payment or partial non-payment.
- 6.14 The Supplier may impose a Credit Limit on a Customer's account proportionate to the amount of Charges payable under this Agreement and/or require the Customer to pay a deposit or other form of security as a condition in providing the Services and/or Equipment.
- 6.15 The Supplier may amend any Credit Limit imposed without prior notice to the Customer and if the Customer exceeds such Credit Limit the Supplier may demand immediate payment of all unpaid Charges, whether invoiced or not. The Customer shall remain responsible for all Charges incurred including those exceeding the Credit Limit.
- 6.16 The Customer acknowledges and accepts that the Supplier may share payment history information with third party credit agencies and by entering into this Agreement hereby provides the authorisation necessary for the Supplier to use payment history information for this purpose.

DISPUTES

- 6.17 If the Customer in good faith disputes the Charges, the Customer shall give written notice to the Supplier of the amount in dispute and the reason for the dispute within seven (7) days from receipt of the invoice, prior to the Customer not paying any amount to the Supplier. Notwithstanding any dispute raised, the Customer must make payment of the undisputed part of the invoice in accordance with clause 6.3 and 6.4.
- 6.18 Any rectification or amendment of such disputed Charges already paid are limited to six (6) months prior to the written notice being received and remains at Supplier's sole discretion not to be unreasonably withheld.
- 6.19 Notice under clause 6.17 must be received prior to the Customer not paying any amounts due to the Supplier, failure of which shall be deemed a material breach of this Agreement

and clause 8.1.1 shall apply, together with clause 6.20 in respect of the entire balance.

REMEDY FOR NON-PAYMENT

- 6.20 Without limiting any other right or remedy of the Supplier:
- 6.20.1 if the Customer fails to make any payment due to the Supplier by the due date, the Supplier has the right to charge the Customer (i) an administration fee, late payment fee and/or statutory compensation at the prevailing rates and (ii) interest (both before and after judgement) on the overdue amount at the rate of 8% per annum above Barclays Bank base rate from time to time, until payment in full is made;
- 6.20.2 if a direct debit is dishonoured or cancelled, the Supplier has the right to charge the Customer a reasonable administration fee; and
- 6.20.3 Supplier may set off any amount owing to it or its Affiliates by the Customer against any amount payable by the Supplier to the Customer.
- 6.21 Time for payment is of the essence of this Agreement and a failure to pay on time, a returned or cancelled direct debit, and failure to pay all amounts not in dispute in accordance with clause 6.17 shall be a material breach and the Supplier may terminate this Agreement immediately.

7 SUSPENSION OF SERVICES

- 7.1 The Supplier may at its sole discretion, without prejudice to any other right under this Agreement and upon giving the Customer written notice electronically, suspend the provision of one or more of the Services under this Agreement, without compensation, until further notice in the following circumstances:
- 7.1.1 the Customer is in material breach of this Agreement;
- 7.1.2 the Supplier, its subcontractors and/or Third-Party Supplier in providing the Services to the Customer is obliged to comply with any Applicable Legislation, including but not limited to an order, instruction or request of government, regulatory authority, emergency services organisation or other competent authority;
- 7.1.3 the Customer exceeds the Credit Limit, fails to give any deposit or other form of security under clause 6.11, or in the reasonable opinion of the Supplier is deemed a debt risk; or
- 7.1.4 the Supplier has reasonable grounds to believe that the Customer is in breach of its obligations under clause 3 and clause 5.
- 7.2 Where the Supplier exercises its rights under clause 7.1 as a consequence of the breach, fault, act or omission of the Customer, the Charges will continue to be payable to the Supplier and the Customer shall pay to the Supplier all reasonable costs and expenses (including any Third-Party Supplier costs and expenses) incurred by the implementation of such suspension and recommencement of the provision of Services.
- 7.3 The Supplier reserves the right to suspend or withdraw the Services or any part thereof at any time for business, operational or technical reasons, where the Supplier is no longer able to provide the Service, including but not limited to:
- 7.3.1 the suspension, termination or expiry of the agreement in place with its Third-Party Supplier, which the Supplier requires to provide the Services under this Agreement to the Customer;

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- 7.3.2 the withdrawal or significant changes to the technology used to provide the Services; or
- 7.3.3 as the Charges to the Customer are not, in the reasonable opinion of the Supplier, sufficient to ensure that the provision of Services continue to be commercially viable for the Supplier;

and for which the Supplier is unable to find a replacement Third-Party Supplier having used its reasonable commercial endeavours, the Supplier may terminate this Agreement in accordance with clause 8.3.

8 TERMINATION

- 8.1 Either party shall be entitled to terminate this Agreement immediately by giving written notice to the other party if:
- 8.1.1 the other party commits a continuing or material breach of this Agreement and, if the breach is capable of remedy, fails to remedy such breach within fourteen (14) days after written notice giving full particulars of the breach and requiring it to be remedied;
- 8.1.2 an event under clause 9.6 prevents the performance of the whole or a substantial part of the other party's obligations in relation to that Service for a continuous period of ninety (90) days after the date on which it should have been performed;
- 8.1.3 an administrator takes possession, or a receiver is appointed over any of the property or assets of the other party, the other party makes a voluntary arrangement with its creditors or becomes subject to an administration order, the other party becomes bankrupt or goes into liquidation (except for the purposes of a solvent amalgamation, reconstruction or other reorganisation and where the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations of the other party under this Agreement); or
- 8.1.4 the other party ceases, or threatens to cease, to carry on business.
- 8.2 For the purposes of clause 8.1, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).
- 8.3 The Supplier may terminate this Agreement immediately by giving notice in writing to the Customer if:
- 8.3.1 any licence, approval, agreement or any approval under which the Supplier has the right to provide the Services under this Agreement is revoked, amended or otherwise ceases to be valid;
- 8.3.2 where the Supplier has exercised its rights in accordance with clause 7.3 and has not been able to appoint a replacement Third-Party Supplier;
- 8.3.3 where the Supplier is instructed by any competent legal or regulatory authority to cease provision of the Services to the Supplier;
- 8.3.4 in the reasonable opinion of the Supplier, the Customer is suspected of involvement with fraud or attempted fraud in connection with the use of the Services and/or Equipment or this Agreement;
- 8.3.5 if the Customer is in breach of this Agreement in such a way that the Supplier may be in breach of any Applicable Law and/or in breach of any agreements with its third-party providers required to provide the Services;

8.3.6 where the Customer commits persistent non-material breaches (which in aggregate amount to a material breach);

8.3.7 the Customer fails to pay the Supplier, or the Supplier reasonably suspects that the Customer is unable to pay or is refusing to pay the Charges in accordance with this Agreement; and

8.3.8 a Change of Control takes place or is proposed.

8.4 A waiver by either party of a breach of a provision of this Agreement shall not be considered as a waiver of a subsequent breach of the same or another provision.

8.5 The Customer may terminate this Agreement by giving the Supplier not more than sixty (60) days and not less than one (1) months written notice, unless otherwise stated in the applicable Order or Schedule for convenience before the end of the Minimum Term.

8.6 Where the Customer moves the Services or part thereof away from the Supplier, the Supplier reserves the right (in addition to its rights under clause 8.7) to charge the Customer for the Services or part thereof in accordance with clause 8.7 and to amend Charges to the Customer for the remaining Services to its standard published Tariffs.

8.7 If this Agreement is terminated prior to the expiry of the Minimum Term or Successive Term other than where the Customer terminates under clause 8.1, and where the Supplier terminates under clauses 8.3.1 to 8.3.3, the Supplier may invoice the Customer the Termination Charges as further defined in **Schedule 3 (Service)**. The Customer agrees that the Termination Charges are a fair assessment of the losses and damage that the Supplier will suffer as a result of the termination.

CONSEQUENCES OF TERMINATION

8.8 In the event of termination by either party for any reason, the Supplier shall be entitled to recover from the Customer:

8.8.1 any outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

8.8.2 the Ancillary Equipment or the cost incurred effecting the return or collection in accordance with clause 4.9.11 and where the Customer fails to co-operate with such return or collection, payment of the Non-Return Charge;

8.8.3 any Hardware provided free of charge or payment of a sum equal to the value of the Hardware as at the date it should have been returned in accordance with clause 4.12;

8.8.4 all liabilities, claims, costs, losses and expenses incurred and/or accrued by the Supplier;

8.8.5 any committed costs or losses payable to a Third-Party Supplier incurred as a result of such termination, which the Supplier cannot reasonably mitigate;

continued use of the Service following termination will result in the Supplier levying its standard published Tariffs for all Services used, which shall be payable immediately upon demand by the Supplier.

8.9 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

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8.10 Termination of this Agreement for whatever reason shall not operate to affect any provisions that expressly or by implication survive termination.

8.11 Until such time as the Customer has transferred to a new supplier, the Supplier shall be entitled to amend the Charges to its standard published Tariffs upon giving the Customer one (1) months written notice of any such change and shall be effective for the provision of Services after the date of termination or expiry.

9 LIABILITY

9.1 Except as expressly stated in this Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

9.2 Nothing in this Agreement shall exclude or restrict in any way the liability of either party arising from or in connection with:

9.2.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable); or

9.2.2 fraud, Fraudulent Activity or fraudulent misrepresentation by it or its employees, agents or sub-contractors (as applicable); or

9.2.3 any other liability which cannot be excluded or limited by Applicable Law.

9.3 Subject to clause 9.2, neither party shall be liable to the other party in contract, tort or otherwise for any:

9.3.1 loss of business;

9.3.2 loss of revenue;

9.3.3 loss of profit;

9.3.4 loss of use or corruption of software, data or information;

9.3.5 loss of contracts;

9.3.6 loss of anticipated savings;

9.3.7 indirect, consequential or special loss or damage; or

9.3.8 loss arising from the loss or degradation of data

9.4 Each Party's liability in tort, contract or otherwise arising out of or in connection with the performance of its obligations under this Agreement shall be limited in aggregate to a sum equal to the Charges payable under this Agreement during the calendar year which the relevant claim arises or two million pounds (£2,000,000) whichever is the lower.

9.5 The Supplier's liability to pay or credit any Service Credits to the Customer will be counted and calculated for the purpose of the Supplier's maximum liability under clause 9.4 and shall be the Customer's sole remedy for the Supplier's failure to meet the Service Levels.

9.6 Neither party shall be liable for any failure or delay in performance of this Agreement which is caused by circumstances beyond the reasonable control of a party, including without limitation, any act of God, lightening, flood, exceptionally severe weather, subsidence, fire, explosion, war, civil disorder, acts of terrorism, nuclear, biological or chemical incident, national or local emergency, statutory obligation, failure or shortage of power supplies, trade dispute, any act or omission of any competent legal or regulatory authority, or supply of services by third parties.

9.7 In the event that any of the circumstances under clause 9.6 continues for a period of ninety (90) days, the other party will have the right to terminate in accordance with clause 8.1.2.

10 DATA PROTECTION

COMPLIANCE WITH DATA PROTECTION LEGISLATION

10.1 The parties acknowledge and agree that the Customer is the Controller, the Supplier is the Processor for the purposes of Processing Personal Data pursuant to this Agreement.

10.2 The Customer shall at all times comply with all Data Protection Legislation in connection with the Processing of Personal Data and shall ensure that all instructions given to by the Supplier in respect of Personal Data (including the terms of this Agreement) shall at all times be in accordance with Data Protection Legislation.

10.3 The Supplier shall process Personal Data in compliance with the obligations placed on it under Data Protection Legislation and the terms of this Agreement.

INSTRUCTIONS

10.4 The Supplier shall:

10.4.1 use Personal Data where needed for the purposes, duration and in accordance with the terms, of this Agreement, or where the Processing is in the Supplier's legitimate interest as further detailed within its Privacy Policy;

10.4.2 only process (and shall ensure Supplier personnel only process) the Personal Data as a Processor for the purposes described in this Agreement, in accordance with the Supplier's Privacy Policy or as otherwise provided by the Data Protection Legislation, in which case the Supplier will inform the Customer of that legal requirement before Processing (unless Applicable Law prohibits the Supplier from doing so on important grounds of public interest);

10.4.3 ensure that all Supplier personnel Processing Personal Data are bound by duties of confidentiality, and shall only Process the same as is necessary for the purposes of this Agreement;

TECHNICAL AND ORGANISATIONAL MEASURES

10.5 The Supplier shall, taking into account the state of technical development and the nature of Processing, implement and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing, destruction or accidental loss, alteration, or unauthorised disclosure of the Personal Data.

SUB - PROCESSING

10.6 The Supplier shall:

10.6.1 not permit, except where necessary by a Third-Party Supplier for the provision of Services, any Processing of Personal Data by any agent, sub-contractor or other third party (except its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Personal Data) except as stated in the Privacy Policy;

10.6.2 in the event the Customer consents to the use of a Sub-Processor pursuant to sub-clause 10.6.1 above, prior to the relevant Sub-Processor carrying out any Processing activities in respect of the Personal Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 10 that is enforceable by the Supplier and ensure that each Sub-Processor complies with all such obligations; and

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- 10.6.3 remain liable to the Customer under this Agreement for all the acts or omissions of each Sub-Processor as if they were its own;
- 10.6.4 ensure that all persons authorised by the Supplier or any Sub-Processor to process Personal Data are subject to a binding written contractual obligation to keep the Personal Data confidential.

CO-OPERATION

- 10.7 The Supplier shall (at the Customer's cost):
 - 10.7.1 assist the Customer with the Customer's obligations pursuant to Articles 32 and 36 of the GDPR (and any similar obligations under applicable Data Protection Legislation) taking into account the nature of the Processing and the information available to the Supplier; and
 - 10.7.2 taking into account the nature of the Processing, assist the Customer (by appropriate technical and organisational measures), in so far as is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the Data Protection Legislation in respect of any Personal Data.

NOTIFICATION OF BREACHES

- 10.8 The Supplier shall where required by law:
 - 10.8.1 notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Personal Data; and
 - 10.8.2 co-operate with the Customer and provide assistance as may be reasonably required in the investigation, remediation and mitigation of the Personal Data Breach.

AUDIT

- 10.9 The Supplier shall, in accordance with Data Protection Legislation, make available to the Customer such information that is in its possession or control as is necessary to demonstrate the Supplier's compliance with the obligations placed on it under this clause 10 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one (1) audit request in any 12 month period under this clause 10.9).

CONSEQUENCES OF TERMINATION

- 10.10 Upon termination or expiry of this Agreement, at the Customers' cost and the Customers' option, the Supplier shall either return all the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any Applicable Law requires the Supplier to store such Protected Data. This clause 10.10 shall survive termination and expiry of the Agreement.

INTERNATIONAL TRANSFERS

- 10.11 The Supplier shall not transfer or otherwise process Personal Data outside the UK or EEA unless:
 - 10.11.1 the Supplier is processing Personal Data in a territory which is subject to a current finding by the UK under Data Protection Legislation that the territory provides adequate protection for the privacy of individuals; or

- 10.11.2 the Supplier transfers Personal Data under the UK's Standard Contractual Clauses or the ICO International Data Transfer Agreement approved for the transfer of Personal Data outside the EEA and the UK; or
- 10.11.3 the transfer otherwise complies with Data Protection Legislation.

11 INTELLECTUAL PROPERTY

- 11.1 All Intellectual Property Rights in the Services and/or Documentation will be owned by the Supplier and its Affiliates, save to the extent that any of the same contain Intellectual Property Rights owned by a Third-Party Supplier, where the Supplier shall use all reasonable endeavours to procure the grant of a similar licence.
- 11.2 The Supplier hereby grants to the Customer a non-exclusive, non-transferable royalty free licence to use the Supplier's Intellectual Property Rights within the United Kingdom, subject to the Customers compliance with the terms of this Agreement, solely as necessary for the use of the Services and/or Documentation.
- 11.3 The Customer shall not at any time have the right under this Agreement to sub-license, assign or otherwise transfer the rights granted in clause 11.2.
- 11.4 If this Agreement is terminated for whatever reason, this licence will automatically terminate.
- 11.5 Nothing in this Agreement shall entitle the Customer to any rights in the Intellectual Property Rights of the Supplier, its Affiliates or third-party licensors, nor to any goodwill attached thereto and the Customer further acknowledges that it shall not acquire any rights in respect of the same.

SOFTWARE

- 11.6 Where the Supplier has provided Software and/or Documentation necessary for the Customer to make reasonable use of the Services and/or Equipment, the Customer acknowledges and agrees that:
 - 11.6.1 the ownership of and all Intellectual Property Rights in the Software and Documentation remains with the Supplier or its licensors;
 - 11.6.2 the Supplier grants a non-exclusive, non-transferable limited right to use the Software and/or Documentation to the Customer, solely as necessary for the provision of the Service in accordance with the terms of this Agreement. The Customer hereby agrees to comply with the provisions of any Third-Party Software licence as provided for in clauses 3.12 to 3.15 inclusive, which will automatically terminate on expiry or termination of this Agreement;
 - 11.6.3 it will not make any modifications to the Software or Documentation;
 - 11.6.4 it will not (and shall not permit any third party to) copy, adapt, reverse engineer, decompile, disassemble, modify or make error corrections to the Software in whole or part except as permitted by law;
 - 11.6.5 it will not rent, lease, lend, make available or distribute the Software or Documentation, assign the benefit or subcontract the burden of this Agreement in whole or part or allow the Software to become the subject of any charge, lien or encumbrance;
 - 11.6.6 it shall not (and shall not permit any third party to) export the Software, Documentation or any hardware upon which the Software is embedded, out of the UK

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- without the prior written consent of the Supplier or any licensor;
- 11.6.7 it will not modify, obscure or remove any copyright or proprietary notices on the Software or Documentation;
- 11.6.8 it permits the Supplier or the Software licensor, upon reasonable notice to enter during Normal Working Hours any premises owned or controlled by the Customer in order to review the Customer's use of the Software and/or the Documentation and ensure that the Customer is using the same in accordance with this Agreement;
- 11.6.9 it shall not resell the Services or sub-licence any Software to any third party, without the Supplier's express consent. Such consent shall be at the Supplier's sole discretion and subject to the Customer entering into a separate licence;
- 11.6.10 the Supplier does not warrant that the Software or Documentation is error free and the Customer hereby agrees to make proper back-ups of all data, and;
- 11.6.11 it shall be responsible, unless otherwise included in **Schedule 4 (Support Services)** for applying patches, fixes or other temporary repairs and preventative maintenance to the Software to maintain the Software to the licensor's published specifications or as otherwise applicable to the provision of the Services.
- 11.7 The Customer will not, and will procure that none of its employees, subcontractors, agents or any third party authorised to use the Service and/or Software, infringe any Intellectual Property Rights owned by the Supplier, its Affiliates or third-party licensors.
- 11.8 The Customer shall, at all times during and after termination or expiry of this Agreement, indemnify and keep indemnified the Supplier, its Affiliates or third-party licensors against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Supplier, its Affiliate or third-party licensors arising from any claim made against the Supplier, its Affiliate or third-party licensors due to:
- 11.8.1 the Customer amending or in any way altering the Software or Documentation;
- 11.8.2 using it for a purpose not permitted by this Agreement, and;
- 11.8.3 for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the use of the Services.
- 11.9 If the Customer becomes aware of any breach of third party rights, as a consequence of the Customer's use or possession of the Software and/or the Documentation in accordance with the terms of the Agreement, the Customer agrees that it shall:
- 11.9.1 give the Supplier notice of any such claim within fourteen (14) days of the date on which the Customer is first given notice that the claim has been made;
- 11.9.2 allow the Supplier or its Software licensors to have sole conduct of the defence or settlement of any such claim, and;
- 11.9.3 provide the Supplier with all reasonable assistance in conducting the defence or settlement of any such claim and shall make no prejudicial statement or admission of liability.
- 11.10 For the avoidance of doubt, the Supplier shall have the right at our sole option and expense where there has been a breach as referred to in clause 11.9, to:
- 11.10.1 procure the right for the Customer to continue using the Software and/or the Documentation so that it such use is no longer infringing;
- 11.10.2 modify the Services, Software and/or the Documentation so that they become non-infringing without material diminution in their performance or specification so that the provision of the Services is not materially adversely affected.
- 11.11 Upon termination of this Agreement, the Customer's right to use the Software and/or Documentation shall cease and the Customer shall, at the Supplier's absolute discretion, promptly return, or if requested, destroy all copies of the Software and/or Documentation held by the Customer that is in a tangible form, including Software and/or Documentation stored on electronic or optical devices, whether in digital format or otherwise.
- ## 12 CONFIDENTIALITY
- 12.1 Neither party will disclose the other party's Confidential Information to any person, except such of its employees, officers, representatives or advisers who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, except as permitted by clause 12.2.
- 12.2 Nothing in clause 12.1 shall prevent the use or disclosure of any information which:
- 12.2.1 is or becomes generally available to the public other than as a result of a breach of an obligation under this clause 12;
- 12.2.2 is acquired from a third party who owes no obligation of confidence in respect of the information;
- 12.2.3 is or has been independently developed by the recipient without use of the other party's Confidential Information; or
- 12.2.4 is required by any court, governmental or regulatory authority, relevant stock exchange or where there is a legal duty or requirement to disclose such Confidential Information.
- 12.3 This clause 12 will bind the parties during the term of this Agreement and for a period of two (2) years following termination of this Agreement.
- ## 13 DISPUTE RESOLUTION
- 13.1 The parties shall use all reasonable endeavours to resolve any dispute or claim in accordance with the Customer Complaints Code and in good faith.
- 13.2 Where a dispute or claim arises between the parties that cannot be resolved between the parties as set forth in the Customer Complaints Code, either party may;
- 13.2.1 escalate the dispute to the Director's Office; and
- 13.2.2 if the dispute is not resolved under clause 13.2.1, either party may refer the dispute to an alternative dispute resolution method, which is agreed as appropriate.
- 13.3 Where the Customer is a Microenterprise or Small Enterprise Customer or a Non-for-Profit Customer, the Customer shall have the right to take unresolved complaints to an approved alternative dispute resolution agency eight (8) weeks after the complaint was made. CISAS is an independent approved

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alternative dispute resolution agency which provides this service free of charge.

14 NOTICES

14.1 Unless provided for elsewhere in this Agreement, all formal written notices or instructions given under this Agreement shall be in writing and shall be sent by:

14.1.1 the Supplier to the Customer by post to its principal place of business or such other address as may at the relevant time have been notified pursuant to this clause 14 to the Supplier, and shall be deemed as served on the second day after the same has been posted, on the Customer's invoice, by email, on the Chess Customer Portal or on its website www.chessICT.co.uk ; or

14.1.2 the Customer to the Supplier by recorded delivery to its principal place of business or such other address as may at the relevant time have been notified pursuant to this clause 14 to the Customer and shall be deemed as served at the time of delivery.

15 ASSIGNMENT AND SUBCONTRACTING

15.1 The Customer shall not assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the Supplier's prior written consent (such consent not to be unreasonably withheld or delayed).

15.2 The Supplier may at any time:

15.2.1 assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, and/or

15.2.2 provide the Services to the Customer directly and/or through its Affiliates, suppliers, subcontractors and agents,

without prior written notice of such dealing to the Customer, provided that the Supplier remains primarily liable for the acts and omissions of its Affiliates, suppliers, subcontractors and agents.

16 AMENDMENTS

16.1 Notwithstanding clause 6.10, the Supplier reserves the right at its sole discretion to change the Service, any features of the Service, Equipment, Charges and/or the terms and conditions of this Agreement by giving the Customer not less than thirty (30) days' notice, by post, email, by publishing a notice on the Customer's invoice, the Chess Customer Portal and/or on its website at <https://chessict.co.uk/legal/>.

17 THIRD PARTIES

17.1 Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

18 WAIVER

18.1 A waiver by either Party of a breach of a provision of this Agreement shall not be considered as a waiver of a subsequent breach of the same or another provision of this Agreement.

18.2 No failure, delay or omission by either party in exercising any right, power or remedy provided under this Agreement or by law shall operate as a waiver of that or any other right or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy.

18.3 The Customer must bring any legal proceedings against the Supplier in connection with this Agreement within twelve (12)

months from the date which the Customer first became aware or ought reasonably to have become aware of the facts giving rise to the liability or potential liability of the Supplier or within the statutory limitation period, whichever is the earlier.

19 SEVERANCE

19.1 If any provision of this Agreement (or part of any provision) is held by a court or other competent authority to be invalid or unenforceable in whole or in part, the validity and enforceability of any other provision of this Agreement and the remainder of the provision shall not be affected.

20 ENTIRE AGREEMENT

20.1 The terms and conditions of this Agreement, together with any terms set out in the Order and/or Schedules constitute the entire agreement between the parties, supersede any previous agreement or understanding and, subject to clause 6.10 and clause 16, may not be varied except in writing and signed by the Supplier.

20.2 All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

20.3 In entering into this Agreement, the Customer acknowledges and agrees that it does not rely on any representations which are not confirmed in the terms and conditions of this Agreement, but nothing in this Agreement affects the liability of either party for fraudulent representation.

21 GOVERNING LAW AND JURISDICTION

21.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the Customer agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1 - DEFINITIONS

Acceptable Use Policy shall mean the Supplier's acceptable use policy available at <https://chessict.co.uk/legal/> as may be amended by the Supplier from time to time;

Affiliate means, in relation to either Party, a company which is a subsidiary or holding company of it, or any company which, is a subsidiary of any such holding company, "holding company" and "subsidiary" having the meanings ascribed to them in section 1159 Companies Act 2006;

Agreement means the agreement between the Customer and Supplier, which includes the terms and conditions of this Agreement, the Schedules (including any annex thereto), the Tariffs and the Order;

Ancillary Equipment means the equipment (including any Software) owned and licensed by the Supplier, its subcontractors or Third-Party Supplier and placed on the Customer's premises, which is required to access the Service;

Applicable Law means any legislation, authorisations, permissions, rules, regulations, codes of practice, orders and guidelines relating to the provision and/or use of the Services, including any directives or other requirements issued by any regulator from time to time;

Change of Control means in relation to the Customer where there is a material change in the exercise, control or holding of the voting shares (unless this is due to an internal group reorganisation);

Charges means the fees payable for the Services, Support Services and/or Equipment as set out in the Order, the applicable **Schedule 3 (Services)** and/or **Schedule 4 (Support Services)**, or as published on the Supplier's website at <https://chessict.co.uk/legal/>;

Confidential Information means any information of a confidential nature whether disclosed in writing or orally, is expressly stated to be confidential or can reasonably be expected to have been considered confidential, including without limitation, information in relation to a Party's affairs or business or method of carrying on business and the terms of this Agreement;

Commencement Date means either;

- (a) the date the Customer is notified by the Supplier that the Service (or any part of the Service, including each Site) will be ready to use, or;
- (b) where Service comprises of multiple Connections, a Connection will be Connected to the Network, or;
- (c) if earlier, the date upon which the Customer first uses the Service (or any part of the Service, including each Site) or Connection;

Connection means the connection of the Services (or any part thereof, including each Site) to the Network and "Connected" shall be construed accordingly;

Controller, Data Subject, Personal Data, Processor and Processing shall have the respective meanings given to them in applicable Data Protection Legislation from time to time (and related expressions, including process, processed, processing and processes shall be construed accordingly) and international organisation and Personal Data Breach shall have the respective meanings given to them in the GDPR;

Customer Complaints Code shall mean the Supplier's complaints code available at <https://chessict.co.uk/complaintscode.pdf> as may be amended from time to time;

Customer Equipment means the existing Customer premises equipment and any purchased Hardware (including Software) used by

the Customer in connection with the Service, other than the Ancillary Equipment and Rental Equipment;

Customer Network means the Customer's physical telecommunications and/or data network infrastructure, systems and Equipment located at the Site to which the Services will be connected;

Data Protection Legislation means, as binding on either party or the Services:

- (i) the UK General Data Protection Regulation ("GDPR"), the Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- (ii) any laws which implement such laws; and
- (iii) any laws or regulations which replace, extend, re-enact, consolidate or amend any of the foregoing.

Documentation means the documentation made available to the Customer by the Supplier or by its suppliers or licensors via MyPortal or such other website address notified to the Customer by the Supplier from time to time, which sets out a technical description of the Services together with manufacturers recommendations and instructions for use of the Services;

Equipment means the Customer Equipment, Hardware, Rental Equipment and the Ancillary Equipment and as listed in the Order, or where applicable further detailed in **Schedule 2 (Equipment)**;

Fair Use Policy shall mean the Supplier's fair use policy available at <https://chessict.co.uk/legal/> as may be amended by the Supplier from time to time;

Fraudulent Activity means any activity which constitutes a threat or breach of security, theft, fraud and/or deception (whether actual or attempted), including but not limited to use of the Services:

- (a) without the Customer's knowledge;
- (b) utilizing the Customer's authentication details; or
- (c) from an authenticated IP address.

Good Industry Practice means in relation to any undertaking and any circumstances, the exercise of that degree of skill and care which could be reasonably expected of a highly skilled and experienced professional;

Hardware means physical equipment purchased or provided free of charge by the Customer from the Supplier;

Industry Regulations means rules and regulations set by relevant industry governing bodies which control and/or govern specific business activities (e.g. The Office of Communications "Ofcom");

Intellectual Property Rights means any copyright, patent, registered design, design rights, utility models, trademarks, trade secrets, know how, database rights, Confidential Information or any other registered or unregistered intellectual property rights of whatever nature subsisting anywhere in the world;

Minimum Term means the initial period of this Agreement as specified in the Order and if not specified shall be the period calculated in accordance with clause 2.1;

MACD Services means the provision of "moves, additions, changes and deletions" being engineering services within the scope of this Agreement which the Supplier is requested to carry out by the Customer in accordance with sub-clauses 3.17 to 3.19 inclusive;

MyPortal means the Customer's online access to the provision of the Services available through the Supplier's website at <https://chessict.co.uk>;

Network means a Third-Party Supplier telecommunications and/or data network providing connectivity to the Service;

Non-for-Profit Customer means as defined by the Ofcom General Conditions from time to time and currently means a customer of a communications provider which is a body for which no more than (10) individual work (whether as employees or otherwise but excluding

SCHEDULE 1 - DEFINITIONS

volunteers) and which, by virtue of its constitution or any enactment: (a) is required (after payment of outgoings) to apply the whole of its income, and any capital which it expends, for charitable or public purposes; and (b) is prohibited from directly or indirectly distributing among its members any part of its assets (otherwise than for charitable or public purposes);

Normal Working Hours means 09:00hrs to 17:30hrs on a Working Day;

Order means an order issued by the Supplier for the provision of Services, Hardware, Software and/or Ancillary Equipment under this Agreement;

Privacy Policy shall mean the Supplier's privacy policy available at <https://chessict.co.uk/legal/> as may be amended by the Supplier from time to time;

Professional Services means technical engineer support, including but not limited to project management, planning and design, network assessments, business requirement deliverables, configurations of user interfaces, number porting, phone deployment and training, as specified in the Order and further detailed in **Schedule 4.2 (Professional Services)**;

Quality Standards shall mean a series of documents that provide requirements, specifications, guidelines or characteristics that are used consistently to ensure that materials, products, processes and services meet good quality, such as ISO 9001 Quality Management Systems;

Rental Equipment means the Equipment (including any Software) identified in the Order or the applicable Schedule, leased to the Customer under a separate lease agreement for use by the Customer in connection with the Service, other than the Ancillary Equipment and Customer Equipment;

Schedule 3 (Services) means a series of sub-schedules (including any annex thereto) describing the relevant Services provided under this Agreement;

Schedule 4 (Support Services) means a series of sub-schedules (including any annex thereto) describing the relevant Support Services provided under this Agreement;

Service Credits means the amount payable (if any) by the Supplier to the Customer in accordance with the applicable Services as set forth in **Schedule 3 (Services)**;

Service Levels mean the standard of performance (if any) in relation to the Service in accordance with the applicable Services as set forth in **Schedule 3 (Services)**;

Services means the provision of services, together with any Ancillary Equipment, provided by Supplier to the Customer and as set forth in **Schedule 3 (Services)** and/or **Schedule 4 (Support Services)**;

Site(s) means (where applicable) a physical location as specified in the Order and where the Equipment shall be located and/or to which the Service will be provided;

Microenterprise or Small Enterprise Customer has the meaning as set out in the Ofcom General Conditions from time to time and currently means a customer of a communications provider acting in the course of a business which is carried out by that customer, and for which not more than (10) individual work (whether as employees or volunteers or otherwise), but who is not himself a communications provider;

Software means the software to be licensed to the Customer as specified in an Order or Schedule together with any imbedded software, which is necessary for the provision of Services and/or use of the Equipment and may also include Third-Party Software;

Supplier means Chess ICT Limited, whose registered office is at Bridgford House, Heyes Lane, Alderley Edge, Cheshire SK9 7JP, company registration number 04512773, unless otherwise specified on the Order as an Affiliate of Chess ICT Limited.

Supplier's Policies shall mean the Supplier's Acceptable Use Policy, Fair Use Policy, Privacy Policy and any other relevant policy applicable

to the provision of the Services, which are available at <https://chessict.co.uk/legal/> as may be amended by the Supplier from time to time;

Support Services means the provision of support services, provided by Supplier to the Customer as specified in the Order and further detailed in **Schedule 4 (Support Services)**;

Tariffs means the applicable tariffs as referred to in this Agreement and the Order for the provision of the Services available on the Supplier's website <https://chessict.co.uk/legal/> and as periodically updated from time to time or amended under clause 6.10 above;

Termination Charges means any compensatory charges which become due and payable by the Customer to the Supplier on termination of this Agreement before the end of the Minimum Term or Successive Term, in whole or in part, in accordance with clause 8.7 and **Schedule 3 (Services)**;

Third-Party Supplier means a third-party supplier, provider or supplier of services over which the Supplier may utilise for provision of the Services under this Agreement;

Third-Party Software means any Software, the licence terms of which are governed by a separate agreement with the licensor of such software, typically by means of a 'click wrap' or 'shrink wrap' licence agreement;

Working Day means Normal Working Hours any day other than Saturdays, Sundays, public or bank holidays in the United Kingdom.

SCHEDULE 3.4(B) – CLOUD VOICE SERVICES

1. APPLICATION

- 1.1 This schedule, which contains a description of the **Cloud Voice Services**, forms part of the Agreement between the Parties for the provision of Services together with the **General Conditions** and other documents listed at clause 1.4 of the **General Conditions**.
- 1.2 Definitions and interpretations that are specific to this Schedule are set out in **Annex 1** and apply in addition to the definitions and interpretations set out in **Schedule 1 (Definitions)** of the **General Conditions**.

2. SERVICE DESCRIPTION

- 2.1 The Supplier will provide the Customer with access to a cloud-based voice subscription service licensed and chargeable on a per End User basis as set out in the applicable **Order** and hereinafter defined as “**Cloud Voice Service**”. The features included as part of the Cloud Voice Service subscription are detailed at **Annex 2** to this **Schedule** (“**Standard Features**”).
- 2.2 The Supplier will, upon request grant the Customer access to a Web Portal whereby the Standard Features can be configured and managed. Before the request is granted, the Customer may be required to undertake training on the Web Portal which shall be chargeable in accordance with Supplier’s standard Tariffs.
- 2.3 The Supplier will provide telephone number(s) or port existing telephone numbers in accordance with the terms of this Schedule.
- 2.4 The Supplier shall, where stated in the applicable **Order**, provide the Customer with additional features to add further customisation of the Cloud Voice Services, which are separately chargeable and may include one or more of the following as further described in **Annex 2** to this Schedule:
- 2.4.1 Integrator Desktop Client with optional CRM integration
 - 2.4.2 PC/MAC Desktop Softphone
 - 2.4.3 Smartphone App - Android & iOS
 - 2.4.4 Receptionist Console
 - 2.4.5 Live Data Feeds (for Akixi Call Management Reporting Service)
 - 2.4.6 Call Queue Group
 - 2.4.7 Call Recording Storage
 - 2.4.8 Call Centre Agent
 - 2.4.9 Call Centre Agent Client
 - 2.4.10 Call Centre Supervisor Client
- as set forth in the applicable Order and hereinafter defined as “**Additional Features**”.
- 2.5 Where stated on the applicable Order the Supplier will provide the Customer with the following additional services which are separately chargeable, and which operate in conjunction with the Cloud Voice Service:
- 2.5.1 Cloud Voice Call Recording;
 - 2.5.2 Cloud Voice Collaborate;
 - 2.5.3 Cloud Voice Contact;
 - 2.5.4 Fraud Monitor;
 - 2.5.5 Integration with Microsoft Teams and
 - 2.5.6 Webex.

hereinafter defined as “**Additional Services**” and as further detailed in paragraphs 15 to 20 and **Annexes 3 to 7** of this **Schedule**.

- 2.6 Cloud Voice Services together with the Additional Services shall be collectively referred to in this Schedule as “**Cloud Voice Services**”.

3. HARDWARE

- 3.1 This paragraph 3 is supplemental to clause 4 of the **General Conditions** and shall only supersede it in the event of express conflict.
- 3.2 The Supplier makes no representations, whether expressed or implied, about whether the Cloud Voice Services will operate in combination with any Customer Equipment or other equipment and software not provided by the Supplier specifically for use with the Cloud Voice Services.
- 3.3 The Supplier’s responsibility for any Hardware supplied by it to the Customer, is purely to support the Cloud Voice Services. Connection of the Cloud Voice Service to an End User LAN and any other Customer Equipment shall be the responsibility of the Customer.
- 3.4 If a Cloud Voice Service subject to a Minimum Term is terminated by the Customer prior to the expiry of the Minimum Term, title to any Hardware or Free of Charge Hardware associated with such Cloud Voice Service shall pass to the Customer on payment by the Customer of all Charges payable to the Supplier in respect of the Cloud Voice Service and Early Termination Charges.
- 3.5 In the event of loss or damage to any Hardware (excluding normal wear and tear) prior to title passing to the Customer, the Supplier shall be entitled to invoice the Customer with the cost to the Supplier of replacement Hardware and the Customer shall pay any such invoice in accordance with paragraph 12 of this Schedule and clause 6 of the General Conditions.
- 3.6 Hardware supplied for use with the Cloud Voice Services cannot be used with any other service and the Supplier is under no obligation to adapt any Hardware for general use at any time either before or after title passes to the Customer.

4. CALLS

- 4.1 Where stated on the Order the Supplier shall provide the Customer with a pricing package charged at a fixed price which is inclusive of minutes (“**Call Bundle**”). Where the Supplier does not provide the Customer with a Call Bundle or where the minutes of the Call Bundle have been used in full, the Supplier will charge the Customer for calls in accordance with its standard Tariff applicable from time to time.
- 4.2 Where the Supplier provides the Customer with telephone number(s) for use with the Cloud Voice Services, nothing in this Agreement transfers or otherwise grants the Customer any legal, equitable or other right in any CLI or dialling code provided.
- 4.3 The Supplier will support Voice Calls to all UK, mobile and international destinations. Call barring is also available for the following destinations:
- 4.3.1 UK national - 01,02,03;
 - 4.3.2 UK mobile – 07;
 - 4.3.3 UK Premium Rate – 09
 - 4.3.4 International – 00, 115;
 - 4.3.5 Directory Enquiries – 118;
 - 4.3.6 Allow freephone calls
 - 4.3.7 Allow 084;

SCHEDULE 3.4(B) – CLOUD VOICE SERVICES

- 4.3.8 Allow 087.
- 4.4 In addition to call barring options listed above, a full Customer level bar is available with the option to either bar calls, but allow a primary or secondary number, or transfer all outgoing calls to a primary or secondary number.
- 4.5 A full area code is not required when dialling local numbers. The local area is defined by the End User DDI, or where not assigned the main site DDI the End User is associated with. If utilising the system outside of the UK with a requirement to call local in country numbers, then the full international dialling code will be required.
- 4.6 Non-geographic numbers (e.g. 0845, 0844, 0870 and 0871) cannot be added or used within the Cloud Voice Services. If use of a non-geographical number is required, the Supplier is able to arrange for a translation product so that a non-geographical number points to a geographical number.
- 4.7 The Cloud Voice Service does not support the following call services:
- 4.7.1 analogue phones and devices, although a terminal adapter box can be used to connect these if required;
 - 4.7.2 ISDN data calls;
 - 4.7.3 numbers not allocated in the Web Portal; and
 - 4.7.4 International number presentation (i.e. we cannot guarantee presentation of a UK CLI across International carriers).
- 5. CUSTOMER OBLIGATIONS**
- 5.1 The Customer shall prepare and maintain the Site(s) for the installation of the Equipment and supply of the Cloud Voice Services, including but not limited to the following:
- 5.1.1 ensure that the Enabling Services are in place, except where the Supplier is responsible for installing the Enabling Services as specifically detailed in the Order;
 - 5.1.2 ensure that the Customer Network is prepared for the installation of the Cloud Voice Service by ensuring that it is fully configured in accordance with the Supplier's technical specifications;
 - 5.1.3 permit the Supplier and any other person authorised by the Supplier to have reasonable access to the Site and Equipment, and provide such reasonable assistance as the Supplier requests;
 - 5.1.4 take all reasonable steps to protect the health and safety of the Supplier's personnel whilst on Site(s) and the Customer warrants, represents and undertakes that it has adequate health and safety provisions in place at the Site(s); and
 - 5.1.5 provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the Cloud Voice Services and associated Equipment at such points and with such connections as the Supplier specifies.
- 5.2 For the avoidance of doubt, the Supplier shall not be liable for the non-availability of the Cloud Voice Services caused by any inability of the Supplier to install the Cloud Voice Service as a result of the Customer's failure to meet its obligations under this paragraph 5. The Supplier reserves the right to recover any costs and expenses incurred by the Supplier as a result of such failure.
- 5.3 If the Supplier, is not able to configure the Cloud Voice Service due to the Customer Network not being ready to connect to the Cloud Voice Service or attends the Site(s) and discovers that the Enabling Services are not available and additional works are required, then the Customer shall be liable to the Supplier for any costs and expenses which the Supplier incurs as a result of any cancelled or rescheduled visit.
- 5.4 Before the Commencement Date and where applicable, during the Term of this Agreement, the Customer shall:
- 5.4.1 confirm that telephone numbers to be taken over by the Supplier are free from rights of third parties which restrict such takeover;
 - 5.4.2 confirm that the information provided by the Customer to the Supplier is correct and complete;
 - 5.4.3 notify the Supplier of any changes in respect of the data provided by the Customer. This includes but is not limited to the Customer's name and address as well as email, telephone and fax numbers of the Customer's service contact;
 - 5.4.4 not use the Cloud Voice Services to transmit any content in breach of Applicable Law;
 - 5.4.5 ensure that the Cloud Voice Services are not used either by the Customer (including the Authorised Users) or any third party for any fraudulent, criminal, defamatory, offensive, obscene or abusive purpose or so as to constitute a violation or infringement of the rights of the Supplier or any third party;
 - 5.4.6 comply with all Applicable Laws and all reasonable instructions from the Supplier in relation to the Customer's use of the Cloud Voice Services;
 - 5.4.7 keep any passwords provided by the Supplier to access the Cloud Voice Services strictly confidential and shall promptly notify the Supplier if it becomes aware any unauthorised third party becomes aware of such password;
 - 5.4.8 inform employees and members of staff that calls to Emergency Services may require first dialling (9) as a prefix in order to access an external line;
 - 5.4.9 inform employees and members of staff that calls to Emergency Services are not available during power cuts and network outages;
 - 5.4.10 inform the Supplier of any changes that are required to any Site(s) address and/or access details stored in the Web Portal and shall ensure that this information is up to date; and
 - 5.4.11 check voice mail messages at regular intervals, and in any event at least every four (4) weeks. The Supplier reserves the right to delete personal messages if the Capacity Limits within the relevant Tariff have been exceeded
- 5.5 The Customer acknowledges and accepts that a failure to comply with paragraph 5.4.10 to will result in incorrect address information being made available to Emergency Services and consequently may mean that Emergency Services are unable to locate the Customer and/or its Authorised User(s).
- 5.6 If, as a result of the Customer's negligence or default, a third party obtains any password supplied to the Customer, the

SCHEDULE 3.4(B) – CLOUD VOICE SERVICES

Customer shall be liable for all Charges incurred as a result of any one of the Cloud Voice Services using such password

- 5.7 In the case of a serious breach of the obligations under this Schedule 3.4(B) by the Customer or if the Customer fails to prevent a security breach by a third party (having been warned by the Supplier within a reasonable period about such security risk) the Supplier shall be entitled to terminate this Agreement immediately.
- 5.8 It is the Customer's responsibility to ensure uninterrupted mains power is supplied to the Equipment. Failure to do so may impact on continuity of Calls to Emergency Services in the event of a mains power failure.
- 5.9 The Customer must not:
- 5.9.1 attempt to circumvent any security measures; or
 - 5.9.2 change the configuration on the Cloud Voice Services without the Supplier's permission.
- 5.10 Where the Customer moves site, it is the Customer's responsibility to notify the Supplier of any change in address where the relevant equipment will be housed so that the information can be supplied to Emergency Services.
- 5.11 The Customer will allow installs of new versions of any Third-Party Software and shall ensure the Cloud Voice Services comply with relevant specifications of any third-party design documentation which will be provided to the Customer from time to time.

6. SERVICE CONDITIONS

AUTHORISED USERS

- 6.1 In relation to the Authorised Users the Customer confirms that:
- 6.1.1 the maximum number of Authorised Users authorised to access and use the Cloud Voice Services and Documentation shall not exceed the number of User Subscriptions the Customer has purchased from time to time;
 - 6.1.2 it will not allow any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
 - 6.1.3 each Authorised User shall keep a secure password for their use of the Services and Documentation, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep their password confidential; and
 - 6.1.4 it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within ten (10) Working Days of the Supplier's written request at any time.
- 6.2 The Supplier reserves the right to audit the Supplier's use of the Cloud Voice Services to ensure that the Customer is complying with the terms of this Agreement. If the audit reveals that the Customer has not used the Services in accordance with this Agreement then the Supplier shall be entitled to (i) invoice the Customer for any such access that exceeds the limits provided by the Supplier to the Customer and (ii) if the Customer's misuse is such that it amounts to a material breach of this Agreement, terminate pursuant to Clause 8.1.1 of this General Conditions. In the event that any audit reveals any use in breach of the terms of this Agreement or any instructions provided to the Customer, the Customer

will pay for all costs incurred in connection with and as a result of such audit.

ENABLING SERVICES

- 6.3 To enable the Supplier to fulfil its obligations under this Agreement the Customer shall have the following services in place and configured for use with the Cloud Voice Services to ensure that the Cloud Voice Services meet the minimum technical requirements:
- 6.3.1 a suitably enabled Access Service;
 - 6.3.2 a business broadband Hub;
 - 6.3.3 a suitable LAN infrastructure; and
 - 6.3.4 IP Hardware
- each an "Enabling Service".
- 6.4 The Supplier does not issue any IP Address to be used with the Cloud Voice Services. Access to and use of the address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. The Supplier reserves the right to withdraw or change the address if for any reason the address ceases to be available.
- 6.5 Where Enabling Services are being provided by the Supplier as set forth in the Order, to ensure that the Customer Network is ready for the installation of the Cloud Voice Services, the Customer shall be responsible for all costs and expenses incurred by the Supplier.

WEB PORTAL

- 6.6 Where the Supplier makes available the Web Portal or other Software for the Customer to use with the Cloud Voice Services, the Customer will be required to enter into an Authorised User licence agreement in the form set out at any web-link or other location that the Supplier or the Software supplier may notify the Customer, as may be amended or supplemented from time to time ("EULA").
- 6.7 By accepting the terms of the EULA, the Customer agrees to observe and comply with it for all use of the Cloud Voice Services. If the Customer does not comply with the EULA, the Supplier may restrict or suspend the Cloud Voice Services upon reasonable notice.
- 6.8 The Supplier will use reasonable endeavours to maintain (but does not guarantee) access to the Customer's account on the Web Portal 24/7, 365 days a year, except where planned changes or maintenance is required. The Supplier shall not be liable for any losses caused by any restriction in such access.
- 6.9 The Web Portal is browser based and designed to support all major browsers and operating systems. Each release is tested against the following browsers:
- 6.9.1 Chrome (the current version at the time of version release);
 - 6.9.2 Firefox (the current version at the time of version release); and
 - 6.9.3 IE8, IE9, IE10, IE11 and Edge (the current version at the time of version release).
- 6.10 The solution requires the Flash plugin only on browsers which do not support HTML audio (IE8).
- 6.11 Whilst it is not possible to ensure that breaking changes do not occur as evergreen browsers (Chrome, Firefox and Edge) update, reasonable endeavours are in place to ensure compatibility and swift resolution of any problems.
- 6.12 The Web Portal is not guaranteed to work on all smartphone/tablet devices and operating systems. On completion of provisioning of the Service, the End User should

SCHEDULE 3.4(B) – CLOUD VOICE SERVICES

perform a pre-test to ensure the Cloud Voice Services work with their browser/smartphone/tablet device.

CLI PRESENTATION

- 6.13 CLI Presentation is supported by the Cloud Voice Service and allows an administrator to present a choice of either the Site number, “Withheld / Private”, Connect Mobile Number, “Other UK”, “Other Int” or “User DDI”.
- 6.14 Alternative Number Presentation is also available where any number owned by the Customer and/or End User can be presented provided it meets Ofcom Guidance on CLI Presentation. That means it must be:
- 6.14.1 a number that can be reached / dialled;
 - 6.14.2 a number that has been received, from the public network and passed on unchanged;
 - 6.14.3 it will have been allocated either to the caller or if allocated to a third party only used with the 3rd party’s explicit permission; and
 - 6.14.4 it is supported by an underlying network number and service.
- 6.15 For calls to Emergency Services, the presentation to the called party will always be defaulted to the Site Number allocated to the Customer and where address information is stored.
- 6.16 The Other (UK) CLI field will accept the following formats: National Significant with leading zero (01NNNNNNNNN, 02NNNNNNNNN, 03NNNNNNNNN, 07NNNNNNNNN (excluding 070), 08NNNNNNNNN) for UK numbers. SIP E.164 - with leading plus - (+441NNNNNNNNN, +442NNNNNNNNN, +443NNNNNNNNN, +447NNNNNNNNN, +448NNNNNNNNN) for UK numbers. The Other (Int) will accept the following format only SIP E.164 - with leading plus - (+CCNNNNNNNNN) for non-UK numbers.
- 6.17 The presentation of any other A-Number CLI types, badly formatted CLI A-Numbers or UK revenue sharing numbers are not supported by the Cloud Voice Service. Presentation of Mobile A-Number CLI types (07NNNNNNNNN and +447NNNNNNNNN) excludes Personal numbers (070).
- 6.18 The Supplier cannot guarantee consistent presentation of intended CLI’s made to mobile and international carriers as successful presentation of the intended CLI is entirely dependent on the mobile or international carriers use of these numbers and specific call flow.
- 6.19 Mobile missed calls and voicemail notifications can often use the default CLI, being the underlying network CLI, which is the Customer selected default number or the first number of any allocated account range, rather than the intended CLI for presentation.
- 6.20 Some combinations of CLI presentation and call recording will result in the call recording not recording calls for the call flow required. Further information can be requested from the Supplier including its Call Recording Interaction Guide.
- 6.21 In the event you experience issues relating to CLI presentation, please raise a Service Fault in accordance with paragraph 8.
- 6.22 Where call divert is set up from an End User account to an external number then the following rules apply:

User Provided CLI / Outgoing Caller ID	Presentation to Called Party *	CDR Record
Site Number	Site Number	Site Number
Private	The displayed “presentation” to the called party will be dependent on what is supported within the destination network. For example “Unavailable” or “Private Number” may be presented to the called party.	Site Number
Individual CLI	Individual CLI	Individual CLI

7. NUMBER PORTING

- 7.1 Where access to the Cloud Voice Service is facilitated through number porting from a current supplier (the “**Ported Number**”), the Customer authorises the Supplier to (i) have the numbers from the current supplier listed in the appendices of the Order Form; (ii) have the Ported Number routed by the Supplier instead of the current supplier and; (iii) to forward appropriate details of the Customer’s porting application for the Cloud Voice Service to the Supplier.
- 7.2 The Customer will receive advance notification of the change of supplier of the Ported Number from the current supplier to the Supplier. The Supplier’s ability to provide the Cloud Voice Service is subject to the current supplier porting the Ported Number to the Supplier. The Supplier shall not be liable if there are any issues with the availability, suitability or any other issue with the Cloud Voice Services caused by a failure to transfer numbers unless such failure is due to the Supplier’s error or omission.
- 7.3 The Customer understands and accepts that all services linked to the original number will be automatically terminated upon completion of the number porting including, but not limited to broadband service, Redcare Alarm, Fax, PDQ & Franking machines and monitoring services such as alarms and utility meters. Other services such as, but not limited to, 1571/Call Minder, Call Barring and Call Diversion will also be ceased. Any messages left via the 1571/Call Minder service will be lost. The Customer must arrange at its own cost availability of such services from other suppliers or over other lines and numbers. Failure to do so will result in disruption to the Customer’s business and the Supplier shall not take any responsibility for service loss as result of number porting.
- 7.4 The Customer shall be responsible for any potential contract termination or porting charges which may arise from the termination of the Customer’s contract with its existing supplier.
- 7.5 The Customer accepts that Number Porting is governed by regulation and is managed by multiple carriers and telecommunications operators and as a result the Supplier is not in control of the duration or outcome of the process. The Supplier shall not be held liable in any way for any Number Porting related issues, faults or errors howsoever caused.
- 7.6 The Customer accepts all charges and fees associated with Number Porting including submissions, rejections, re-submissions and export. Charges are as per the Supplier’s current price list.
- 7.7 From time to time and during the process of switching suppliers, the Supplier may port the Customer’s telephone number(s) between its upstream suppliers as a general internal practice. The Supplier shall not be required to notify

SCHEDULE 3.4(B) – CLOUD VOICE SERVICES

the Customer of this internal network change nor seek the Customer's consent.

- 7.8 On contract termination, any telephone numbers still required by the Customer that are listed under this Agreement must be ported from the Supplier within three (3) months of the date of termination. After this date any remaining numbers will be de-activated, removed from Web Portal and will no longer be available for porting.

8. SERVICE LEVELS

- 8.1 For a period of two (2) weeks following installation of the Cloud Voice Service, the Supplier will undertake minor remote engineering changes to ensure that the Cloud Voice Services meets requirements (up to a maximum of two (2) hours of engineering time). Any further adds, moves and changes shall be charged in accordance with Clause 3.21 to 3.23 of the **General Conditions**.
- 8.2 The Supplier shall provide and manage the Cloud Voice Service in accordance with **Schedule 4.1 Fault Management Connectivity**, which sets out the Supplier's notification procedure for Service Faults together with its Service Fault Targets.
- 8.3 Service Levels specific to the Cloud Voice Services are set forth in this **Schedule 3.4(B)** and where there is a conflict between **Schedule 4.1 Fault Management Connectivity** and this **Schedule 3.4(B)**, the latter shall prevail.
- 8.4 The Supplier's responsibility does not extend to the transport between the point of connection (being the SBCs) and the End User or to any equipment in operation beyond this point, both of which shall be the responsibility of the Customer. The Supplier shall only be responsible up to the point of connection (being the SBCs) "**Cloud Voice Support Boundary**".
- 8.5 The Supplier has no responsibility for the Cloud Voice Services outside of the Cloud Voice Support Boundary.
- 8.6 The Supplier shall use reasonable endeavours to repair a Service Fault in relation to the voice element of the service in accordance with the Service Care Level below:

Priority	Target Reaction	Target Reply	Service Times
Critical	1 Hour	4 Hours	Mon to Fri 8:30 – 17:30
High	6 Hours	8 Hours	Mon to Fri 8:30 – 17:30
Medium	8 Hours	3 Working Days	Mon to Fri 8:30 – 17:30
Low	5 Working Days	7 Working Days	Mon to Fri 8:30 – 17:30

- 8.7 The Customer may upgrade its Service Care Level at an additional charge as set out in the Supplier's current Tariffs.
- 8.8 Where the Supplier fails to meet the applicable Service Care Level, the Customer may, make a one-off claim for a Service Credit pursuant to **Schedule 4.1 Fault Management Connectivity**.
- 8.9 The Supplier's liability under this paragraph to pay Service Credits to the Customer shall be the maximum liability of the Supplier and the Customer's sole financial remedy for failure to meet Service Care Levels.

- 8.10 The Supplier reserves the right to apply an additional Charge in accordance with the Supplier's standard Tariffs where following investigation of a Service Fault, the Supplier finds that the Service Fault is due to a fault or damage to the Customer's Access Service.

9. NETWORK SERVICES AND AVAILABILITY

- 9.1 The Customer acknowledges that the Cloud Voice Service is an internet-based service and, consequently, the Cloud Voice Services will only function if there is a suitable Internet Connection to support the Cloud Voice Service enabling it to do so.
- 9.2 The Customer shall procure, at its own cost, a reliable business-grade Internet Connection either through the Supplier (any such internet connectivity provided by the Supplier shall be subject to the applicable **Schedule 3**) or through an alternative supplier which must be approved by the Supplier prior to ordering the Cloud Voice Service). The Internet Connection must be configured in accordance with the Supplier's Guide.
- 9.3 Where the Internet Connection is supplied by a third party the Supplier does not assume any liability or responsibility for that third-party internet connectivity and/or any associated Service Levels.
- 9.4 The Customer acknowledges and agrees that the call quality provided over the Cloud Voice Services depends on: (i) both the specifications and availability of the Internet Connection to which the Customer is connected, and; (ii) the telecommunications network to which the person on the other end of the call is connected. The Supplier shall not be liable for calls of an unsatisfactory quality connection caused as a result of points (i) or (ii) above.
- 9.5 Where routing of Calls utilises Cloud Voice Services, the Customer acknowledges and agrees that the quality and availability of the Call can be subject to factors outside of the Supplier's reasonable control and the Supplier shall not be responsible for the quality or availability of such Call.
- 9.6 The Customer acknowledges that the Cloud Voice Services will not be available in the event of a power cut affecting any Site(s) that the Customer installs the Cloud Voice Services, and the Customer will not be able to make any calls during any such power cut. The Supplier shall have no liability for loss of Service that occurs as a result of a power cut at the Site(s) in which the Cloud Voice Service is installed. It is the Customer's responsibility to ensure that they have the means to make Calls to Emergency Services.
- 9.7 The Customer acknowledges that any change in the configuration of the voice and data components of the Services can adversely affect the ability to make calls. The Customer shall not therefore make any changes to the configuration of the voice and data components of the Services unless the Customer has been provided with consent to do so by the Supplier.
- 9.8 If the Customer is provided with consent and access to the Service in order to make changes to its configuration the Customer shall be liable for any changes that it makes to the Services and the Supplier shall not be liable for any adverse effects suffered as a result of the Customer's configuration of the Services. Any work carried out by the Supplier to rectify the Services following such configuration by the Customer shall incur a charge from the Supplier based on the time and materials taken to remedy such issue.

SCHEDULE 3.4(B) – CLOUD VOICE SERVICES

- 9.9 The Supplier will not make any changes to the configuration of the voice and data components of the Services which has an adverse effect on the Customer's ability to make calls without first notifying the Customer of the potential adverse impact and obtaining the Customer's prior consent to such change;
- 9.10 If the Service is to be used to carry Alarm Signals, then the Supplier shall not be liable in the event that the Customer is unable to deliver an Alarm Signal due to:
- 9.10.1 network failure;
 - 9.10.2 suspension of the Customer's account for the reasons set out in this Agreement, or;
 - 9.10.3 any reason outside the Supplier's reasonable control including but not limited to any technical issues within the network (for example the network is being tested, modified or maintained or access to the network is denied) or the Internet Connection.
- 9.11 The Customer must register the Cloud Voice Services at the Site(s) at which the Customer intends to use them. If the Customer intends to use the Cloud Voice Service from multiple Site(s), then the Customer must update the Supplier each time a new location is added. If the Customer does not notify the Supplier of the updated Site(s), the Customer acknowledges that the Services may not be able to make calls including, for the avoidance of doubt, calls to Emergency Services.
- 10. EMERGENCY CALLS**
- 10.1 Cloud Voice Services support 999/112 emergency call services and such calls will be routed to the national emergency call handling agents. However, these Services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of End User connectivity to the internet for whatever reason. In such circumstances the End User should use their PSTN line to make the emergency call. Furthermore, it may on occasions not be possible for Emergency Services personnel to identify the End User's location and telephone number so this information should be stated promptly and clearly by the End User when making such a call.
- 10.2 The Customer agrees to provide to the Supplier for each network termination point full details of the End User's name and address (including post code) to enable the Supplier and its Third-Party Supplier to fulfil their obligations under Ofcom regulations to pass such details on to BT.
- 10.3 The Customer acknowledges that the Services will not be available for calls to Emergency Services during any power cut affecting the Site(s) at which the Services are installed.
- 10.4 All mid-call functions, such as call transfer, for emergency call types are forbidden on the system which ensures that during an emergency a call is not accidentally lost.
- 10.5 When provisioning the Cloud Voice Services, the Supplier will arrange for the site CLI to be logged in the Emergency Services database, with a VoIP service type and address information provided to the Supplier by the Customer. The Emergency Service Operator will aim to confirm the address with the Customer due to the nomadic capabilities of these numbers. Aside from that, all calls will be handled no differently than a analogue call.
- 10.6 The Customer acknowledges that any configuration changes of voice and data components may affect the ability to make Emergency Calls. The Supplier will not be liable for any claims, losses, costs or expenses that occur as a result of the Customer changing the voice and data components of the Services that result in an inability to call Emergency Services.
- 10.7 A configuration change of the voice and data components preconfigured by the Supplier can adversely affect calls to Emergency Services. The Customer acknowledges that an Emergency Call made via Cloud Voice Services in a different location from the one that is registered in Order, is transmitted to the control centre indicating the registered Site and not the location of the Cloud Voice Service and can therefore mean that any Emergency Services response will be sent to an incorrect location.
- 10.8 If the Customer uses or intends to use the Services outside the UK, the Customer acknowledges that the Services cannot be used to access Emergency Services.
- 11. SERVICE RESTRICTIONS**
- 11.1 The Customer shall not use the Cloud Voice Services:
- 11.1.1 to make abusive, offensive, indecent, menacing, nuisance or hoax calls;
 - 11.1.2 for any illegal and/or criminal purpose;
 - 11.1.3 to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
 - 11.1.4 to cause annoyance, inconvenience, needless anxiety or harassment;
 - 11.1.5 to spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to spam, unsolicited advertising or promotional material sent or provided by any third party;
 - 11.1.6 to contravene any legislation, laws, licences or third-party rights;
 - 11.1.7 for any use in contravention of the Supplier's Fair Use Policy;
 - 11.1.8 in any way that is not in accordance with the instructions provided to the Customer by the Supplier;
 - 11.1.9 in any manner that is contrary to the terms of this Agreement;
 - 11.1.10 in any manner that could be construed to amount to Emergency Call Abuse;
 - 11.1.11 to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute any portion of the software and/or Documentation (as applicable) in any form or media or by any means except as allowed by any applicable law;
 - 11.1.12 to attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service(s) except as allowed by any applicable law;
 - 11.1.13 to access all or any part of the Services and/or Documentation in order to build a product or service which competes with the Services and/or Documentation;
 - 11.1.14 to use the Services and/or Documentation to provide services to third parties; or
 - 11.1.15 to licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation

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available to any third party except the Authorised Users.

11.2 The Customer shall indemnify the Supplier against any claims or legal proceedings which are brought or threatened against the Supplier by a third party because:

11.2.1 the Services are used in breach of this paragraph 11;
or

11.2.2 the Services are faulty or cannot be used by a third party as a result of the Supplier's breach of this paragraph 11.

11.3 Unless specified to the contrary in an Order Form, access to premium rate numbers and directory services will be prohibited via the Services.

11.4 The Customer acknowledges that the Supplier may block certain telephone numbers, or groups of telephone number or national dialling codes for example premium rate telephone numbers ("**Blocked Numbers**"). The Supplier will notify the Customer in the event that the Supplier blocks such numbers, number groups or national dialling codes. Such restrictions may be removed at the Customer's request; however, the Customer shall be liable for all charges for and connected to calls to any Blocked Numbers.

11.5 The Customer is not entitled to select the upstream network operators and carriers used by the Supplier to provide the Services. The Supplier shall have the complete freedom and discretion to select a network operator and carrier and the Supplier reserves the right to change any of the Supplier's upstream suppliers at any time throughout the duration of this Agreement, where supplier shall include but not be limited to upstream network operators and carriers. Such change may occur without notification to the Customer.

11.6 If in the reasonable opinion of the Supplier, the Customer's call profile is indicative of Fraudulent Activity, the Supplier shall reserve the right to suspend the Cloud Voice Services immediately, without notice to the Customer in accordance with clause 7.1.4 of the General Conditions.

12. CHARGES AND PAYMENT

12.1 This paragraph 12 is supplemental to clause 6 of the **General Conditions** and in the event of express conflict this paragraph 12 shall take precedence.

12.2 The Supplier shall invoice the Customer for the Charges for the Cloud Voice Service, Additional Features and Additional Services as set out in paragraph 12.3 in the amounts specified in any Order or as varied under this Agreement.

12.3 Unless stated otherwise in an applicable Order, the Supplier shall invoice the Customer monthly for:

12.3.1 Installation Charges, on or after the Connection Date for any work carried out;

12.3.2 Recurring Charges in advance, except Usage Charges;

12.3.3 Usage Charges in arrears calculated at the then current Tariffs;

12.3.4 any Charges for Hardware, which shall apply from the date of delivery of such Hardware;

12.3.5 any Termination Charges upon termination of the Cloud Voice Service and Additional Services.

for any period where the Cloud Voice Services, Additional Features and/or Additional Services (excluding Fraud Monitor) are provided for less than a month, the Recurring Charges will be calculated on a daily basis.

12.4 The Supplier may also invoice for the following Charges in addition to those set out in the Order:

12.4.1 investigating a Service Fault where no Service Fault is found or is caused by something which the Supplier is not responsible for under this Agreement;

12.4.2 commissioning the Cloud Voice Service, Additional Features and Additional Services outside of Normal Working Hours;

12.4.3 restoring the Cloud Voice Service and Ancillary Services if the Cloud Voice Service and Ancillary Services have been suspended in accordance with clause 7 of the **General Conditions**;

12.4.4 cancelling Cloud Voice Service, Additional Features and Additional Services in accordance with clause 8 of the **General Conditions**;

12.4.5 any other charges set out in the Order or the Tariffs or as otherwise agreed; and including but not limited to charges for (i) providing paper invoices, (ii) late payment fees (iii) dishonoured payments and (iv) payment processing fees; and

12.4.6 charges as stated in the Tariffs for any Services, Additional Features or Additional Services ordered by the Customer on the Web Portal and/or which arise from any changes made to existing Services, Additional Features or Additional Services by the Customer on the Web Portal.

12.5 The Customer shall remain liable for all Charges where the Customer or a third party has used the Cloud Voice Service, whether used with the knowledge and consent or otherwise of the Customer or other Fraudulent Activity in connection with the use of the Services provided under this Agreement, including but not limited to fraudulent Calls made by a rogue caller and Calls made by any third party whom has gained unauthorised access to the Cloud Voice Service.

13. TERMINATION

13.1 This paragraph 13 is supplemental to clause 2 and 8 of the **General Conditions** and in the event this paragraph 13 conflicts with clause 2 and 8 of the **General Conditions**, this paragraph shall take precedence.

13.2 Where a Customer is a Microenterprise or Small Enterprise Customer or a Non-for-Profit Customer, upon expiry of the Minimum Term, the Minimum Term will not automatically renew under clause 2.1 of the General Condition and the Agreement shall continue until such time that the Small Business Customer provides thirty (30) days' notice to terminate the Agreement. Use of the Cloud Voice Services following expiry of the Minimum Term will be subject to the Supplier's standard published Tariffs.

13.3 Where a Customer is a Microenterprise or Small Enterprise Customer, they shall have the additional right to terminate the Agreement in the following circumstances:

13.3.1 by giving the Supplier notice within thirty (30) days' of notice from the Supplier of any proposed amendments the Charges in accordance with clause 6.10 and/or clause 16 of the **General Conditions** being received and where such changes are likely to cause material detriment to the Customer; or

13.3.2 within the Transfer Period.

For the avoidance of doubt, the Customer shall not have a right to terminate the Agreement pursuant to 13.3.1 where the Supplier varies the Charges pursuant to paragraph 12.6.

13.4 Where the Supplier provides notice of proposed amendments to the Charges and/or the Agreement pursuant to clause 6.10

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and/or 16.1 of the **General Conditions** and the Customer does not provide notice to terminate within thirty (30) days in accordance with paragraph 13.3.1, the Customer shall be deemed to have waived its right to terminate pursuant to paragraph 13.3.1. The Customer's continued use of the Services shall be deemed acceptance of such changes.

- 13.5 If a Customer terminates the Agreement pursuant to paragraph 13.2 or 13.3 above, the Customer shall not be liable for any Termination Charges.
- 13.6 Notwithstanding paragraph 13.3, the Customer shall be liable to pay Termination Charges to the Supplier in accordance with clause 8.7 of the **General Conditions**, where the Agreement is terminated within the Minimum Term or any Successive Term.

14. MULTI FACTOR AUTHENTICATION ("MFA")

- 14.1 MFA for Cloud Voice Services adds an important extra layer of security to accessing the Cloud Voice Services. The MFA service is optional but can be made mandatory for all End Users or configured by admins on a user-by-user basis.
- 14.2 MFA requires End Users to enter more login information than just a username and password. It requires the End User both to 'know something' (their regular password) and 'have something' (their mobile phone). Their individual mobile phone is identified through use of the Time-Based One-Time Password ("TOTP"). This extra check makes it significantly more difficult for anybody to impersonate a given End User.
- 14.3 For End Users who use biometrics (e.g. fingerprint or face recognition) to secure their mobile phones, a third factor of authentication is also added on the addition of TOTP, offering an even higher level of protection.
- 14.4 For extra security, the MFA code is regenerated in both the Cloud Voice Service account, and the authenticator app, every 30 seconds.
- 14.5 MFA is configured in the Cloud Voice Services portal at Customer level, and only Customer Administrators can amend the global settings. (Note that MFA is not currently configurable at Site level).
- 14.6 Company Administrators can enforce MFA for all users or make MFA optional for End Users, with a further option to make MFA mandatory for Administrators only. Where End User MFA usage is set as optional, Customer Administrators can then configure whether MFA is enabled for each individual End User, as well as configuring whether that individual can enable and disable their MFA for themselves.
- 14.7 Customer Administrators (and End Users with the relevant permissions) can also reset MFA. Whenever MFA is reset or disabled and then re-enabled, the End User will need to re-register.
- 14.8 The Supplier and Third-Party Supplier will still be able to access the Cloud Voice Services Portal via the existing SSO route without an MFA challenge.

15. CALL RECORDING

PART A

- 15.1 Part A shall apply to all Customers who purchase the Cloud Voice Call Recording Service. Part B shall apply to those

Customers who purchase the Standard Call Recording and Part C, to those Customers who purchase the MiFID Call Recording together with **Annex 3**.

- 15.2 The Supplier will provide the Customer with access to a secure and compliant business call recording solution with multi-level permissions-based access delivered from a private cloud and includes the following features ("**Cloud Voice Call Recording Service**"):
- 15.2.1 Calls are recorded using the SIPREC protocol. Recording is enabled and performed at user level, not at number/CLI level;
- 15.2.2 The actual call does not pass through the call recording service, instead a tap (SIPREC) branches the call (SIPREC meta data and media) to the Third-Party Supplier's Call Recording platform;
- 15.2.3 Media and meta data are captured by the Session Recording Server. Files are then processed and encrypted by the Audio Converter before being stored;
- 15.2.4 Encrypted files are stored both in the cloud (AWS) and locally (for a shorter period). In both cases files are never stored for longer than the customer-selected retention period;
- 15.2.5 Recordings are automatically deleted at the end of the retention period; and

Recordings can be accessed via the Call Recording portal by authenticated and permitted users only.

- 15.3 The platform utilises SIPREC which ensures calls that a End User makes or receives via the Cloud Voice Services are recorded. This includes all inbound, outbound and internal calls made or received on the user's desk phone, soft client(s) or connect mobile.
- 15.4 Any time a call recording mode is changed or assigned to a user an email is automatically sent to notify the user that their call recording status has changed and hence their calls may be recorded.
- 15.5 All participants in a call need to be informed that their call may be recorded. This can be achieved via an automated announcement or via the recording user informing the third party(s) verbally at the start of the conversation that the call may be recorded.
- 15.6 Call recordings and user access controls are accessible through a secure (SSL certified) Call Recording portal.
- 15.7 The Supplier shall have restricted access to the Call Recording portal: it will have the ability to access the portal via Single Sign-On but they will see a read-only view of the user section and a limited view of the 'recording' section with no capability of listening to the recordings.
- 15.8 The Call Recording portal is browser based and designed to support all major browsers and operating systems. Each release is tested against Chrome and Firefox (the current versions at the time of version release).
- 15.9 To achieve the best experience of the Call Recording portal, it is recommended that the latest versions of Firefox or Chrome should be used. The portal is not guaranteed to work with smartphone / tablet devices and operating systems.
- 15.10 Whilst it is not possible to ensure that breaking changes do not occur as evergreen browsers (Chrome, Firefox) update, the Third-Party Supplier shall use reasonable endeavours to ensure compatibility and swift resolution of any problems.

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- 15.11 The Cloud Voice Call Recording Service availability targets are as follows:

Service	Measure	Target
Call Recording Portal	Application availability, storage and retrieval of recordings	99.99%
Recording of Live Calls	Availability	99.99%
*Reporting	Availability	99.99%

* Only applies in respect of Part C, MIFID II Call Recording.

- 15.12 If there is a failure to meet the availability targets set out in clause 15.11. Service Credits shall be awarded to Customer, once the credit has been received by Supplier, subject to the request being received within two (2) weeks of the availability target being missed. Service Credits are calculated by reference to and awarded against the total monthly user fees for the affected element of the Cloud Voice Call Recording Service.

Service Availability	Percentage of total monthly call recording user fees to be awarded as a Service Credit
≥ 99.99%	0%
≥ 99.00% < 99.99%	12.50%
≥ 97.00% < 99.00%	25%
≥ 95.00% < 97.00%	37.50%
< 95.00%	50%

- 15.13 Service Credits shall be the exclusive remedy for any failure to meet the availability targets.
- 15.14 Customer shall, upon request, provide to Supplier all reasonable information concerning downtime suffered by the Customer including a detailed description of the incident, the duration of the downtime, the server request logs that documented the errors (with confidential information removed), and network trace routes.
- 15.15 The availability levels at clause 15.11 do not apply, and Service Credits shall not be available in respect of:
- 15.15.1 any issues arising out of a force majeure event;
 - 15.15.2 Internet access problems or related problems outside the Platform / Internet gateway;
 - 15.15.3 any downtime during any period when the Platform Services are being made available on a trial basis or as a pre-release or beta version;
 - 15.15.4 any issues resulting from the acts or omissions of the Customer or the Customer's employees, agents, vendors or contractors;
 - 15.15.5 any issues resulting from any software or hardware operated by the Customer or any third party (except for the Third Party software or hardware within the direct control of Supplier);
 - 15.15.6 any issues resulting from a failure of the Customer to modify its use of the Platform Services as directed by Supplier or the Third Party Supplier;
 - 15.15.7 downtime outside of agreed hours of operation (standard hours of 08:00 – 20:00 London time); or
 - 15.15.8 downtime during scheduled maintenance.

PART B

Standard Call Recording

- 15.16 There are two Standard Call Recording options: (i) **Business Call Recording**; and (ii) **Compliant Call Recording**. Both the Business Call Recording and Compliant Call Recording provide access to call recording features and capabilities.
- 15.17 **Business Call Recording** offers several retention period options: 3 months; 6 months; 12 months; 36 months and 60 months. **Compliant Call Recording** provides a retention period of 7 years.
- 15.18 The retention period is the length of time call recordings will be stored in the cloud for, starting from the day of the call. During this period, call recordings can be accessed via the Call Recording portal only to users who have access to the recordings.
- 15.19 All Customer subscriptions shall have the same retention period. Changes can be made to the subscription type i.e. from Compliant to Business call recording as well as the retention period but these type of changes can only be made company-wide.
- 15.20 There is a manual delete function which allows deletion of the link between the metadata of the call recording and the call recording file, meaning the file cannot be retrieved. There is a grace period of 7 days where the link can be reinstated. Thereafter, the file will be permanently deleted.
- 15.21 Calls are encrypted with AES-256 by the Audio Converter before being upload to Amazon. If a file is streamed or downloaded, then this is decrypted within the Third Party Supplier's network prior to being provided to the user. It is not decrypted in AWS so it is always encrypted outside the Third Party Supplier's network whether in transit or at rest Third Party Supplier's AWS account is operated using MFA (Multi Factor Authentication). This is enforced for the limited users that have access and is controlled by different departments within the business.
- 15.22 Data will be stored on AWS S3 in the London region. Amazon will not transfer data outside the EU London region unless instructed to do so by the customer: https://aws.amazon.com/compliance/data-privacy-faq/#Where_is_customer_content_stored.3F.
- 15.23 Whilst the requirements for Customer to become MiFID II compliant extend beyond the specific features of Compliant Call Recording, this option supports Customer's wider compliance.
- 15.24 Recordings made under the Compliant Call Recording tier provide full visibility of call properties e.g. timestamp, calling parties and associated meta-data. Specific features include:
- 15.24.1 Store calls for up to seven years
 - 15.24.2 Record Internal and External calls (ext-to-ext)
 - 15.24.3 Encrypted secure storage
 - 15.24.4 "Audit trail"
 - 15.24.5 Stored in a durable medium
 - 15.24.6 Readily accessible and available to clients - download direct from the browser; and
 - 15.24.7 Call recording is provisioned for an End User, so an End User with multiple numbers (fixed and connect mobile) will have all calls recorded under a single subscription.

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- 15.25 The Cloud Voice Recording Service is BS10008 compliant, meaning Customers' recordings are admissible in a UK court of law. In addition to this, the Service Platform is ISO 27001 compliant, ISO 22301 compliant and Cyber Essentials certified.
- 15.26 The duration of the Cloud Voice Call Recording term shall be stated in the Order. Changes to this can be made at any time.
- 15.27 The Charges do not vary based on the volume of stored call data, but on the length of the retention period, i.e. on how long the calls will be stored for.
- 15.28 Removing the Cloud Voice Service License from the End User will stop recording of calls from that date.
- 15.29 There are strict legal rules governing: (a) the circumstances in which it is permissible to record calls; (b) the purposes for which such recording may be made; (c) the length of time recorded material may be retained; (d) the need for pre-notification to those taking part in the call; and (e) the way such notifications must be given. It is the responsibility of the Customer to consider its legal and compliance obligations. The Supplier and Third-Party Supplier do not accept liable for misuse or mis-sale of the Services or Features.

PART C

MIFID II Call Recording

- 15.30 Call recordings are encrypted before they are saved to the disk with 128 bit encryption. They are decrypted as they are streamed for playback or downloaded. At no time are they permanently stored unencrypted on disk.
- 15.31 The solution is BS10008 compliant, meaning Customer recordings are admissible in a UK court of law.
- 15.32 In addition to this, the Service Platform is ISO 20000 compliant, ISO 27001 compliant, ISO 22301 compliant, Cyber Essentials certified, listed on the Cloud Security Alliance STAR registry and featured on the VISA Europe Merchant Agent list for the secure storage of PCI DSS sensitive call recordings.
- 15.33 Calls cannot be deleted without specific privileges assigned to a user type. Deletions can be made through the Call Recording portal but may have compliance implications. Should a deletion be made in error, recordings can be retrieved in the following scenarios:
- 15.33.1 Up to 11:59 UTC on day of deletion carrier provider/Customer can retrieve via portal
 - 15.33.2 Up to fourteen (14) days following deletion, a ticket can be raised into the Supplier support desk to request retrieval. Any request to restore a recording deleted in error will be subject to a one-off fee as per Supplier's standard Tariffs.
- 15.34 The Charges for the MIFID Call Recording are invoiced monthly in advance per End User which includes a defined amount of storage with units expressed as minutes.
- 15.35 If multiple users enabled for call recording were on the same call, the recorded call would be stored multiple times for each user recording the call.
- 15.36 Usage Charges apply if the total storage exceeds the sum of the inclusive storage, based on the level of over usage (charged for in bands).
- 15.37 Each MIFID II Call Recording subscription contains inclusive minutes that can be stored free of charge as per the Tariffs. The Customer shares the inclusive minutes across all End Users per MIFID II Call Recording subscription. The amount of inclusive storage is 84,000 minutes per user for MIFID II Compliance Call Recording e.g. (10 users = 840,000 minutes available for the identified retention period) Each recorded call is stored in seconds per call to/ from the user. The billable storage is aggregated per End User and rounded up to the nearest minute.
- 15.38 The MIFID II Call Recording call retention policy is 60 months but can be extended to 84 months - set at End User level.
- 15.39 Recordings will be automatically deleted in line with the standard retention policy, e.g. automatically deleted after 60 or 84 months. Please note that it is possible to manually delete call recordings.

16. COLLABORATE

- 16.1 The Supplier will provide the Customer with access to the unified communications as a service solution, licensed on a per user basis, and includes the following features ("Cloud Voice Collaborate Service"):
- 16.1.1 audio and video calling via the desktop and smartphone;
 - 16.1.2 personal audio, web and video conferencing;
 - 16.1.3 room audio, web and video conferencing;
 - 16.1.4 instant messaging and presence;
 - 16.1.5 service management;
 - 16.1.6 desktop/screen sharing;
 - 16.1.7 voicemail; and
 - 16.1.8 address books/contact management.
- 16.2 The Cloud Voice Collaborate bolt-on adds the following service personal audio and web conferencing for up to 50 users, instant messaging and presence, peer to peer video, room to room video and full telephony inbound and outbound calling as further described in **Annex 4**. Cloud Voice Collaborate is available to users via a desktop and/or mobile client.
- 16.3 The desktop client provides comprehensive voice support, the ability to create video calls with up to 15 participants, the ability to create personal instant audio conferences with up to 50 internal or external participants and instant messaging and presence. The desktop client also provides the user with a collaboration space – my rooms – which allows users to share and collaborate via desktop/screen sharing.
- 16.4 The mobile client provides voice, video and collaboration functionality on mobile devices. The client utilises the data functionality of the mobile device so quality is subject to the robustness of either the 3/4/5G connection or Wifi connection.

17. CONTACT

- 17.1 The Supplier will provide the Customer with access to a cloud based omnichannel contact centre solution, licensed on a per agent and per supervisor basis, and includes the following features ("Cloud Voice Contact Service"):
- 17.1.1 agents automatically enabled for both voice and email interactions on a single subscription;
 - 17.1.2 webchat available as an add-on subscription for agents;
 - 17.1.3 agent interface that works on any supported browser;
 - 17.1.4 supervisor specific interface
 - 17.1.5 unlimited admin accounts included at no additional cost
 - 17.1.6 inbound and outbound voice capabilities;
 - 17.1.7 shared phonebook across the organisation
 - 17.1.8 shared presence information across the organisation;

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- 17.1.9 graphical call flow design interface;
- 17.1.10 Customer Relationship Management software included
- 17.1.11 wallboards included at no additional cost
- 17.1.12 sophisticated queue management tools
- 17.1.13 agent and queue-based call recording; and
- 17.1.14 comprehensive historical reporting tools.
- 17.2 The Cloud Voice Contact Service is designed specifically to work in conjunction with the **Cloud Voice Services**. Where the Customer subscribes for these Services, they shall be chargeable separately and governed by the terms of this Schedule.
- 17.3 Agents and supervisors are licensed on a named basis and each licence allows for both voice and email interactions. Supervisor licences include all agent voice and email functionality to support "*player-managers*" within the smaller contact centre.
- 17.4 Webchat subscriptions are available as an add-on to the agent and supervisor subscription. Supervisors only need the additional webchat subscription if they will be acting as an agent, i.e., setting their status as available for webchat interactions.
- 17.5 Administrator licences can be applied to any End User at no charge, but these do not enable agent or supervisor features. This means administrators can manage back-end functionality, such as queues and interaction flow design, but cannot receive calls or manage agents. Administrators can also be given the agent or supervisor role, but this is chargeable at the standard rate and consumes a subscription.
- 17.6 Outbound SMS is available and will be chargeable in accordance with Supplier's standard Tariffs.
- 17.7 Call queues are licenced for up to 15 calls per agent subscription purchased. For example, if an organisation has 10 agents it can queue a maximum of 150 calls across all queues within the organisation.
- 17.8 Call recording is licensed on a per product and End User basis. Each End User in Cloud Voice Contact needs to also be licensed to use Cloud Voice Call Recording Service within Cloud Voice Contact. Where stated on the Order, the Supplier shall provide the Cloud Voice Call Recording Service in accordance with the terms of this Schedule.
- 17.9 The Supplier makes no representations, whether expressed or implied, about whether the Cloud Voice Contact Service will operate in combination with any Customer Equipment or other equipment and software.
- 17.10 Cloud Voice Contact Service includes voice, chat, email, agent and supervisor interface, contact management, reporting and wallboard features which are further described in **Annex 5**.
- ### 18. INTEGRATION WITH MICROSOFT TEAMS
- 18.1 The Supplier will provide access to Microsoft Teams which enables the customer to use the Microsoft Teams application as a Cloud Voice endpoint to make and receive calls by using the Third-Party Supplier's direct routing capability ("**Cloud Voice Integration with MS Teams**"). The features are further detailed in **Annex 6**.
- 18.2 As the Third-Party Supplier uses direct routing, the Customer can use the Microsoft Teams desktop and mobile applications as well as the browser-based version of Microsoft Teams delivered as an Additional Service to add further and more specialised customisation of the Cloud Voice Service.
- 18.3 To enable the Cloud Voice Service for Microsoft Teams the Customer must have the following for every End User:
- 18.3.1 a Cloud Voice Service license;
- 18.3.2 a Cloud Voice for Microsoft Teams license;
- 18.3.3 a valid telephone number;
- 18.3.4 a Microsoft or Office 365 license including MS Teams; and
- 18.3.5 Microsoft Phone System license or an E5 license or Business Voice license.
- 18.4 Virtual phone system licenses are not supported. In addition, the following features of the Cloud Voice Services have not yet been tested or are not currently supported:
- 18.4.1 Call Queue Groups;
- 18.4.2 Call Centre;
- 18.4.3 Feature Access Codes;
- 18.4.4 Cloud Voice Contact;
- 18.4.5 Instant Conference Group;
- 18.4.6 Integrator;
- 18.4.7 Page Group; and
- 18.4.8 Compliant Call Recording - due to Teams-to-Teams calls not breaking out to Cloud Voice, we cannot offer Compliant Call Recording.
- 18.5 The supply, provisioning and support of the Microsoft environment is the responsibility of the Customer. The Third-Party Supplier can take no responsibility for any aspect of the Microsoft environment beyond the Microsoft facing SBC that resides within the Third-Party Supplier's network ("**Cloud Voice Integration with MS Support Boundary**").
- 18.6 The below is not supported by the Third-Party Supplier nor the Supplier unless purchased from the Supplier where stated in the Order or any applicable SOW agreed in accordance and in which case **Schedule 4.2 Professional Services** shall apply:
- 18.6.1 Microsoft 365 configuration & management;
- 18.6.2 Microsoft Teams configuration & management; or
- 18.6.3 Microsoft Phone System configuration & management.
- 18.7 During the provisioning, the Microsoft Tenant requires 2 unassigned Phone System licenses and 2 unassigned Microsoft or Office 365 licenses. Business Voice is recognised as a valid Phone System License. Once the Cloud Voice Service has been provisioned and the Administrator has been provided with the user details, the licenses may then be assigned.
- 18.8 As part of provisioning, the Microsoft Administrator will also need PowerShell running on their Windows desktop or laptop.
- 18.9 The Third-Party Supplier Voice Application is designed for Microsoft Administrators to be able to link the Microsoft Tenant and the End User.
- 18.10 To prepare the Microsoft Tenant to work with the Cloud Voice Service, Third-Party Supplier Voice Application makes changes to the Tenant.
- 18.11 During provisioning, the Third-Party Voice Application will disable Microsoft Team's Voicemail and Music-on-hold features due to feature clashes. Voicemail and Music-on-hold will be delivered via the Cloud Voice Service.
- ### 19. FRAUD MONITOR
- 19.1 Where Fraud Monitor is provided, paragraphs 19.1 to 19.10 shall apply. The provision of Fraud Monitor is dependent upon the

SCHEDULE 3.4(B) – CLOUD VOICE SERVICES

Supplier providing the Customer with Cloud Voice Services to which it relates. If for any reason the Supplier ceases to provide such services, the Fraud Monitor service shall terminate with immediate effect and the Supplier shall have no liability to the Customer in respect of such termination and no longer providing Fraud Monitor. Where Fraud Monitor is terminated in this way, the Customer shall not be entitled to any refund of any monthly Charges paid.

- 19.2 Fraud Monitor shall only apply to the Cloud Voice Services specified as benefiting from the Fraud Monitor as stated in the Order or as otherwise agreed in writing by the Supplier.
- 19.3 Fraud Monitor is provided solely for the Customer's use and the Customer may not resell or attempt to re-sell Fraud Monitor.
- 19.4 Unless otherwise stated in the Order, the monthly Charges for Fraud Monitor are as per the Supplier's applicable Tariffs.
- 19.5 For one (1) Fraud Incident in any Calendar Year, the Customer shall not be liable to pay the first £200 of call Charges where such call Charges arise from a proven Fraud Incident and provided such call Charges did not arise due to an act or omission of the Customer or breach of the terms of this Schedule 3.4(B) or the General Conditions by the Customer.
- 19.6 Except as stated in paragraph 19.5 above, in all other circumstances the Customer shall be liable for all Charges arising from Fraudulent Activity pursuant to this paragraph 19 of this Schedule 3.4(B) and the Charges shall be payable in accordance with this Schedule 3.4(B) and the **General Conditions**.
- 19.7 The Supplier has the right to suspend provision of the Cloud Voice Service in accordance with this paragraph 19 of this Schedule 3.4(B) whether or not the Fraud Monitor is provided in relation to the Cloud Voice Service. Unless expressly stated in this paragraph 19, the rights and obligations of the Supplier and Customer as detailed in this Schedule 3.4(B) and the **General Conditions** remain applicable to Services which have the benefit of Fraud Monitor.
- 19.8 The Customer shall provide the Supplier with an up-to-date point of contact with 24x7 availability who the Supplier shall notify by email of suspected Fraudulent Activity or of any suspension of the Cloud Voice Service. In the event, the Customer has not provided an email address for notification as anticipated by this paragraph, the Supplier will endeavour to notify the Customer using any other contact information which it has on record. The Customer shall immediately reply to any notification of suspected Fraudulent Activity.
- 19.9 The Supplier will only reactivate any suspended Services when the Customer has satisfied the Supplier (at its sole discretion) that the reason for suspension has been resolved and the services are unlikely to be a material immediate risk of Fraudulent Activity.
- 19.10 The provision of Fraud Monitor is not a fraud prevention system and does not prevent unauthorised access to the Service(s) or the Equipment and the Customer shall be responsible for obtaining professional security advice with regards to the Service(s) and/or the Equipment. The Supplier makes no representation that Fraud Monitor will be error-free or will detect, limit or prevent fraudulent usage of the Services. The Supplier disclaims any warranty of any kind, expressed or implied, including, but not limited to, warranties of fitness for a particular purpose, merchantability or satisfactory quality, with regard to the nature, quality and accuracy or validity of Fraud Monitor. In particular (without limitation), the Supplier accepts no liability for any delays in suspending or reactivating any

Service which are beyond its reasonable control (including, without limitation, delays by third party suppliers or carriers in activating or removing barring orders).

20. WEBEX

- 20.1 The Supplier will provide the Customer with access to the Cloud Voice Services with Webex ("Webex") which is an optional calling and collaboration add-on to the Cloud Voice Services and includes the following features:
- 20.1.1 Inbound and outbound Cloud Voice calling;
 - 20.1.2 Access to Cloud Voice call features and settings;
 - 20.1.3 Hosting and joining Webex meetings;
 - 20.1.4 Instant messaging;
 - 20.1.5 Presence including custom presence options;
 - 20.1.6 Persistent group chat (Webex Spaces);
 - 20.1.7 Video calling;
 - 20.1.8 Advanced meeting features including meeting transcription; and
 - 20.1.9 Webex AI-powered assistant.
- 20.2 Calling and calling features are delivered from the Cloud Voice platform. Webex meeting and collaborative features are delivered from the Third-Party Supplier's supplier Webex cloud infrastructure, which is integrated into the Cloud Voice. Four different Webex packages are available, each providing different features as detailed in **Annex 7**.
- 20.3 The use of Webex and any other associated equipment shall be subject to the Third Party Supplier's supplier General Terms ("Cisco General Terms") and Data Protection Agreement ("Cisco DPA") available at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf and <https://trustportal.cisco.com/c/dam/r/ctp/docs/dataprotection/cisco-master-data-protection-agreement.pdf> respectively (or any other website Cisco may use in the future), and the Cisco Privacy Data Sheets for Webex Meetings and Webex App ("Privacy Data Sheets") available at <https://trustportal.cisco.com/c/r/ctp/trustportal.html?prodserv=Cisco%20Webex%20Meetings#/1554085468927155> and <https://trustportal.cisco.com/c/r/ctp/trustportal.html?doctype=Privacy%20Data%20Sheet#/1552559092865176> respectively (or any other website it may use in the future).

21. PROFESSIONAL SERVICES

- 21.1 Where the Supplier provides the Customer with Professional Services in relation to the Initial Installation and Configuration, Customisation or otherwise, the provision of such services shall be governed by **Schedule 4.2 Professional Services**.

22. ADDITIONAL SUPPORT SERVICES

- 22.1 Where specified in the Order, the Supplier will provide the Customer with Additional Support Services as detailed in **Schedule 4.1 Fault Management Connectivity** in relation to Service Faults which relate to the customisation or configuration of the Cloud Voice Services undertaken by the Supplier by way of Professional Services provided upon implementation.
- 22.2 For the Supplier to provide Additional Support Services in accordance with **Schedule 4.1 Fault Management Connectivity**, the Supplier will require access to the PBX and where the Cloud Voice Service is being provided with an on-

SCHEDULE 3.4(B) – CLOUD VOICE SERVICES

site PBX, the Additional Support Service can only be provided to the Customer where, as stated in the Order, the Supplier provides Maintenance Support Services in accordance with **Schedule 4.3 Maintenance Support Services**.

23. CHANGES

PERMITTED CHANGES

23.1 Save for where the Supplier has expressly agreed otherwise in writing, the Supplier shall be entitled to make the following variations to Charges:

- 23.1.1 in each calendar year, an increase to any and all Charges by a percentage equal to: i) the Retail Price Index (“RPI”) rate figure published by the Office of National Statistics in January of that year (ignoring any negative figures), plus ii) 3.9%. The increase will be rounded to the nearest whole pence. If the RPI figure is negative, the Supplier will only increase charges by 3.9%. If the RPI Rate is not published for the given month, the Supplier may use a substituted index or index figure published by that office for that month;
- 23.1.2 for any Additional or Ancillary Services that do not form part of the main Service the Supplier shall be entitled to increase the Charges for these Services; and
- 23.1.3 where such changes are directly imposed or caused by the Applicable Law the Supplier shall be entitled to increase all or any relevant Charges.

23.2 The Supplier shall be entitled to make the following variations to provisions of the Services in accordance with the terms of this Agreement:

- 23.2.1 in the event of a Service being discontinued or no longer exists (including decommissioning of legacy services), the Supplier shall be entitled to move the Customer to a Service which is a better or equivalent service. A better or equivalent service shall be a service offering materially the same or better features as the features of the Service used by the Customer within the 6-month period prior to the transfer of the original Service to the new Service in the opinion of the Supplier acting reasonably.
- 23.2.2 variations triggered by technology developments including replacement of certain technologies, networks, hardware, software, applications, platforms, systems or processes or other similar features as well as changes to terms of supply offered by Third-Party Supplier or instructions provided by them where such changes result in offering equivalent or better experience (in the Supplier’s reasonable opinion) to the Customer;
- 23.2.3 variations that are of genuinely administrative or technical nature and have no negative impact on the Customer in relation to the Services that they use under the Agreement including changing the terms of the Agreement to make it clearer or easier to understand or to update the Agreement from time to time so all customers are on the same conditions, or any other similar changes;
- 23.2.4 variations that are directly imposed or caused by the Applicable Law;

- 23.2.5 variations that are made at the request of the Customer;
- 23.2.6 variations that are clearly to the benefit of the Customer in terms of improving Service quality, the scope of Services or any other additional feature of Service provided for the same or lower Charge; and
- 23.2.7 place limits on use of Services, for example if you have committed an illegal act while using the Services, where the Supplier has the right to make such change under the AUP or any Applicable Law.

OTHER CHANGES

23.3 The Supplier may also make changes to this Agreement, Services or Charges at any time in order to:

- 23.3.1 change the structure of the Services, charges or Equipment, for example, by changing the component parts of a Service;
- 23.3.2 change the Services, Charges or Equipment to maintain or improve the quality of the Service, or introduce a new Service;
- 23.3.3 change the amount payable for part of the Services, including without limitation additional services, for example where the Supplier has to pay a Third-Party Supplier increased charges for use of their infrastructure or services above the limit stipulated in paragraph 23.1;
- 23.3.4 remove and/or replace some or all of the Equipment;
- 23.3.5 place limits on use of the Services (without prejudice to paragraph 23.3.7);
- 23.3.6 stop providing all or part of the Services, for example, if the Supplier cannot continue to provide a part of the Service at an address;
- 23.3.7 replace all or part of the Services with an alternative Service which is not equivalent to, or better than, the Services Customer originally purchased (“**Original Services**”) where the Original Services have been discontinued, decommissioned or are no longer available (without prejudice to paragraph 23.2.1); or
- 23.3.8 the Supplier may change the Agreement, Services or Charges for a reason other than those specified in paragraph 23.1 to 23.3 (inclusive).

23.4 If a change to Charges under paragraph 23.3 constitutes an increase to the Customer’s overall monthly invoice in any remaining month of the Minimum Term, the Customer may terminate the affected Service or the affected part of this Agreement by giving written notice, within 30 days of being notified of the change, such notice to be effective only if the Supplier cannot resolve the concern to the Customer’s reasonable satisfaction within 30 days of receipt of termination notice.

23.5 If a change under paragraph 23.3 has a negative impact on the Customer’s use of the Service (in the Supplier’s reasonable opinion) under the Agreement, the Customer may terminate the affected Service (or any Bundle, where applicable), Service Element or part of the Agreement by giving written notice to the Supplier, within 30 days of being notified of the change, such notice to be effective only if the Supplier cannot resolve the concern to the Customer’s reasonable satisfaction within 30 days of receipt of Customer’s termination notice. The Customer shall not be

SCHEDULE 3.4(B) – CLOUD VOICE SERVICES

required to pay any Charges except for (i) any Charges payable up to the termination, and (ii) any remaining Charges or payments related to any Equipment that the Customer decides to retain.

NOTICE OF CHANGE

- 23.6 Where the Supplier is making changes to Services under paragraph 23.1 or 23.2 (together, “**Permitted Changes**”), the Supplier shall not be obliged to provide Customer with any notice but will make reasonable efforts to do so. For the avoidance of doubt, Customer shall not be entitled to terminate the Agreement without paying Termination Charges if the Supplier exercises its right to make one or more Permitted Changes.
- 23.7 Where the Supplier is making a change to the Agreement, Services or Charges under paragraph 23.3, and such change results in the Customer having a right to terminate pursuant to paragraph 23.4 or 23.5, the Supplier shall provide Customer with as much advance notice of the change as practicable, but in any event, no less than 30 days’ notice prior to implementing the change (unless prevented from doing so because of Applicable Law, court order or any competent statutory or supervisory authority).
- 23.8 The Supplier will provide notice to the Customer pursuant to paragraph 23.6 and/or 23.7 by email, on the Customer’s invoice, the Chess Customer Portal and/or on its website www.chessICT.co.uk.
- 23.9 Where the Customer does not provide notice of cancellation within the 30-day period detailed at clause 23.4 or 23.5 and the Customer continues to use the Services, the Customer will be deemed to have accepted the change to the Services and/or the Agreement.

SCHEDULE 3.4(B) CLOUD VOICE SERVICES

ANNEX 1: DEFINITIONS

Access Service means any data connection which connects equipment and ultimately handsets and software;

Additional Features has the meaning given to it in paragraph 2.4

Additional Services has the meaning given to it in paragraph 2.5;

Alarm Signals means any emergency alarm system that may be connected to the Cloud Voice Service which includes but are not limited to burglar alarms and medical alarms;

Authorised Users means those employees, agents and independent contractors of You that You authorise to use the Cloud Voice Services and the Documentation as further described in the Order Form;

Blocked Numbers has the meaning given to it in paragraph 11.4;

Call means a signal, message or communication that is silent, spoken or visual;

Call Bundle means a bespoke pricing package, where Tariffs are fixed price and are inclusive of minutes as set forth in the Order;

Capacity Limits means up to one hundred (100) voicemail messages each of a duration of 180 seconds;

Cloud Voice Service is an Internet-based telephony service delivered over an Internet Connection or any other form of connectivity;

Critical means loss of service multiple services affected which is a priority classification as set forth in paragraph 8.6 above;

Customer Network means the Customer's physical telecommunications and/or data network infrastructure located at the Site that allows the exchange of voice and data communications established by the connection of voice and data devices, such as internet routers, network switches, CAT5e/CAT6/CAT7 ethernet cabling (including patching and termination) and any mains power supply up to the Third-Party Supplier network;

Documentation means the document made available to the Customer by the Supplier or by third party licensors via MyPortal or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Cloud Voice Services and the user instructions for the Cloud Voice Services

Emergency Call Abuse means any hoax/prank calls to emergency service numbers; unnecessary and/or in appropriate calls to emergency service numbers (as is a device that connects to your Internet modem and relays data that it reads from your telephone communication system, computer software, and various devices such as microphones and webcams regarded by a reasonable person); abuse of Emergency Services call handlers or any other actions and/or; any behaviour that could reasonably be determined to amount to an abuse of Emergency Services call lines

Emergency Services means in respect of any locality:

- (a) the relevant public police, fire, ambulance and coastguard services for that locality; and
- (b) any other organisation, as directed from time to time by Ofcom as providing a vital service relating to the safety of life in emergencies

End User means anyone who is permitted by the Customer to use of access the Cloud Voice Services;

Fraud Incident means an instance of Fraudulent Activity perpetrated by a third party in respect of a Cloud Voice Service which benefits from Fraud Monitor;

Fraud Monitor means the call analytics service known as Fraud Monitor (as modified or substituted from time to time);

High means loss of service relating to a single service which is a priority classification as set forth in paragraph 8.6 above;

Hub means a router provider by the Supplier or Third-Party Supplier that is compatible with the Internet Service, which is Ancillary Equipment for the purposes of this Agreement;

Installation Charges means those Charges in relation to installation and/or configuration of the Cloud Voice Service and/or any Equipment as applicable;

Internet Connection means a connection to the global data network comprising interconnected networks using the TCP/IP protocol suite;

Internet Protocol or **IP** means a communication protocol for devices connected to the internet that specifies the format for the addresses and units of transmitted data;

IP Address means a unique number on the Internet or a network card or controller that identifies a device and is visible by all other devices on the Internet;

Hardware means equipment or handsets purchased by the Customer from the Supplier and which is necessary for the provision of the Cloud Voice Services;

Local Area Network or **LAN** means the infrastructure that enables the ability to transfer IP services within a Site (including data, voice and video conferencing services);

Low means single number destinations / QOS which is a priority classification as set forth in paragraph 8.6 above;

Medium means disrupted single or multiple services which is a priority classification as set forth in paragraph 8.6 above;

Network means a network which authenticates connections to the Services through SBCs which are deemed to be the connection point between the Services and the Access;

PBX means private branch exchange;

Ported Number has the meaning given to it in paragraph 7.1;

Recurring Charges means the Charges for the Cloud Voice Services or applicable part of the Cloud Voice Services, including but not limited to User Subscriptions, licences for Third Party Software, Additional Features, Additional Services or Call Bundle that are invoiced repeatedly in every billing period as set out in the Order;

SBCs means Session Board Controllers;

Service Care Levels means the repair options as set forth in paragraph 8.6 above;

Service Fault and Service Fault Targets have the meaning given to them in **Schedule 4.1 (Fault Management Connectivity)**;

Session Initiation Protocol or **SIP** is a technical standard (specified in RFC 3261) which is used to deliver an IP Voice solution linking to existing systems/equipment and optimises a secure data connection to initiate and terminate voice calls via the Internet;

SIP Gateway means a device that connects to a Hub and relays data that it reads from a telephone communication system, computer software, and various devices such as microphones and webcams;

Termination Charges means any compensatory charges payable by the Customer to the Supplier on termination of this Agreement in whole or part, in accordance with clause 8.7 of the General Conditions and as set out the Order, or if not specified, then an amount equal to 100% of the Recurring Charges for all remaining months of the Minimum Term, together with any waived one off charges and/or Installation Charges and an average of the Usage Charges invoiced by the Supplier over the previous six months;

Transfer Period means a period of ten (10) Working Days which starts after the Working Day on which notification has been given requesting a Line to be transferred to or from the Supplier;

Usage Charges means the Charges, if any for the Cloud Voice Services or applicable part of the Cloud Voice Services that are calculated by multiplying the number of units (voice minutes) for the Cloud Voice

SCHEDULE 3.4(B) CLOUD VOICE SERVICES

Services that the Customer has used or incurred in a billing period with the relevant Tariff, which are made outside of or which exceed usage or a Call Bundle as set forth in the Order;

User Subscription means the user subscriptions purchased by the Customer, which entitles Authorised Users to access and use the Cloud Voice Services and the Documentation as set forth in the Order;

VoIP voice over IP;

Web Portal means a web-based portal whereby the Cloud Voice Services can be accessed, managed and configured either at Customer, Site or individual user level.

ANNEX 2: CLOUD VOICE SERVICE FEATURES

1. STANDARD FEATURES

1.1 Each Cloud Voice Service subscription has the following standard feature set available:

Account codes	Ad Hoc Conferencing
Authentication	Anonymous Call Rejection
Automatic Call Back	Authorisation codes
Call Admission Control	Busy Lamp Fields
Call Forward Busy	Call Forward Always
Call Forward Not Reachable	Call Forward Selectively
Call Log/history (Top 10 missed, received, dialled)	Call Forward No Answer
Call Notify by Email	Call From Anywhere (Remote Office)
Call Pickup	Call me Anywhere (Twining)
Call Recording Inbound	Call Park
Call Transfer	Call Return
Calling Line Id Blocking	Call Recording Outbound
Calling line Id Delivery (Internal)	Call Waiting
Calling Policy	Calling line id Delivery (External)
Diversion inhibitor	Calling Name Retrieval
Device Customisation	Call Hold
Hot Desk	Do not Disturb
Hunt Group – Circular	Group Paging
Hunt Group – Simultaneous	Hunt Group – Regular
Hunt Group – Weighted Distribution	Hunt Group – Uniform
Last Number Redial	Instant Group Call
Music on Hold User	Music on Hold
Number Presentation	Pre-set availability Profiles
Nuisance Call Management (Call Groups)	Speed Dials
Sequential Ring	Scheduling on Auto Attendant
Voice Messaging – User and Hunt Group	Scheduling on Hunt Group

1.2 Please see below explanation of the standard features available as listed above:

Account codes

Enables the tracking of calls made to external parties by prompting users for an account code prior to making a call. Account codes are managed by the administrator of the account and can be 2 to 14 digits in length

Account codes can also be implemented on a per call basis in which users have the option to enter an account code by dialling the feature access code prior to a call.

Please note you can't have Accounts codes activated whilst authorisation codes are in use.

Ad Hoc Conference

Enables the ability to invite other participants to a call creating a conference call. Maximum of 4 people partaking.

Anonymous Call Rejection

This feature enables a user to reject calls from anonymous parties who have chosen not to present their number. By implementing this service the caller will receive a message stating that the applied number is not receiving anonymous calls.

Authentication

This service provides authentication via SIP Registrar and SIP Invite to secure a phone's incoming or outgoing calls with the Cloud Voice Service.

Authorisation codes

Performs an authorisation of calls made to external parties by prompting a user for an authorisation code prior to making a call. Calls will not be connected unless a valid code is entered.

Authorisation codes are managed by the administrator and can be 2 to 14 digits in length. Please note you can't have Authorisation codes activated whilst account codes are in use.

Automatic Call Back

This feature enables a call back to be set when dialling a user within the group, if a busy tone is received.

Busy Lamp Fields

Busy Lamp Fields (BLF) allows a user to monitor a defined extension by the colour of the lamp of the line key assigned. It also acts as a speed dial which when pushed will call that extension or user. **Error! Reference source not found.**

Call Admission Control

This feature provides the ability to limit the number of external calls that can be made from a site. This can be implemented by the Customer or the Supplier (where requested) ensuring that the bandwidth that has been scoped for external calls from a Customer's site is backed up by a call control to avoid quality issues.

Call Barge

The Call Barge feature allows a managing user to connect into an existing call and setup a Three-Way Call. This means that there will be a set of users (Managing Users) that can Barge-In into calls of a set of users (Monitored Users) which are configured to be able to be monitored.

Call Forward Always

Allows a user to redirect all incoming calls to an alternative destination. Users have the option to activate and deactivate this service through dialling a feature access code or configuring the service via their web interface.

Call Forward Selectively

Connect users, will be able to forward calls selectively depending on the number that was called e.g. if someone calls 'my fixed number' then calls can be forwarded to 01234 567890 and if someone calls 'my mobile number' then don't forward calls.

Note: the Connect App cannot be used to configure these settings.

Call Forward Busy

Allows a user to redirect calls to an alternative destination when an incoming call encounters a busy tone. Users have the option to activate and deactivate this service through dialling a feature access code or configuring the service via their web interface.

Call Forward No Answer

Allows a user to redirect calls to an alternative destination when an incoming call is not answered within a specified number of rings. Users have the option to activate or deactivate this service through dialling a feature access code or configuring the service via their web interface.

Call Forward Not Reachable

SCHEDULE 3.4(B) CLOUD VOICE SERVICES

Call Forward Not reachable is designed to forward a call in the event that the subscribers device is not registered with the platform. In the case of a call group, all devices associated with the call group need to be unregistered for the not reachable forward to be applied. The Call Forward Not Reachable divert only occurs in the event that the device or devices become unregistered from the platform, typically due to an issue with connectivity between the Cloud Voice Service and the site/device being hard down, this should not be considered as a DR feature for any other scenario outside of this.

Call From Anywhere (Remote Office)

Provides the ability for the user to define a location potentially outside of the service i.e. hotel room, where they can receive and make calls, whilst out of the office. This feature works through re-routing incoming calls to the defined destination, as well as implementing a 2 staged call setup when using click to dial through the service.

Call Log/History (Top 10 missed, received, dialled)

Provides the user with a short-term view of both incoming and outgoing calls, and the relevant results of each, through easy to use and interpret graphs displayed on the dashboard of the service.

Call Me Anywhere (Twining)

Allows the user to define one or more locations that can be used as extensions to the user's desk phone. These locations when defined and activated would also ring at the same time as a desk phone when an incoming call is delivered.

Call Notify by Email

Provides the ability to define which call types you would like to be notified about via email. This could range from missed calls during business hours through to outgoing calls from devices which should be locked or out of use.

Call Park

Enables a call to be parked and retrieved from another phone within the same Call Park group, through using the relevant feature access codes and user extension.

Call Pickup

Enables an incoming call to be picked up by another user within a Call Pickup group, through using the relevant feature access code and user extension. If there is more than one call ringing within a Call Pickup group, the call that has been ringing the longest will be retrieved.

Call Return

Allows a user to call the last party that called assuming a CLI was presented, regardless of whether or not the call was answered.

Call Transfer

Enables a user to redirect a ringing, active, or held call to another number or directly to voicemail. Prior to forwarding the call a user can choose to answer it and put the caller on hold whilst they contact the 3rd party to be transferred to.

Call Waiting

Provides sight of additional incoming calls to the user's device while the user is engaged on another call.

Calling Line ID Blocking

Allows a user to block or allow their user identity (name and number) to be presented to a called party.

Calling Line ID Delivery (External)

Allows a user to present their user identity (name and number) for external calls.

Calling Line id Delivery (Internal)

Allows a user to present their user identity (name and number) for internal calls within the service.

Calling Name Retrieval

Provides the ability to deliver a user's name, as well as a number for calls made and received.

Calling Policy

Enables an administrator to define the Calling Policies for both site and user to restrict or allow specific call routing, i.e. Call barring

Call Hold

Allows a call to be put on hold for any length of time, whilst the user performs other activities.

Device Customisation

This feature is subject to device compatibility. The models this is available on is available on request. This provides the ability to manage the available button roles against soft and line keys (and any associated side car) within the Cloud Voice interface. This feature is permission driven allowing assignment to an end user, or control by an administrator. Any selected programming within the interface would be maintained on the device through feature and firmware updates

Distinctive Ring

Ability to set different ring tones for external and internal calls

Diversion Inhibitor

Enables a user to prevent calls made being redirected again by the called party, i.e. redirecting calls to voicemail when trying to forward a call

Do Not Disturb

Allows a user to set their phone to unavailable so that incoming calls are given a busy tone. This feature can be enabled through feature access codes, on supported devices, or through the service GUI.

Group Paging

Group Paging is a group feature that allows for unidirectional paging to a group of users by dialling a group paging directory number (DN) or extension.

Hot Desking

Provides the ability for any user to login to any device assigned to the Customer throughout all sites. A user can log in to a device through either activating the phone on supported devices, or through the service GUI, or Web Portal.

When activated that user will have the ability to make and receive calls as themselves, however programmed line keys or BLFs will only show when logged into their assigned device.

Hunt Groups

Allows the delivery of incoming calls to users in predetermined and configured routing. Group administrators can choose from any of the following "Hunt" routing, and attach users and configuration as required:

Circular – sends calls in a fixed order. The call is sent to the first available user on the list, starting with the user following the last user to receive a call

Regular – sends calls to users in the order they are listed. The call is sent to the first user in the list, always starting with the first user.

Simultaneous – sends calls to all users within a group. The first user to pick up the phone will have the call routed to them.

Uniform – sends calls to the user who has been idle the longest. Once a call is completed that user will be moved to the bottom of the list. Calls received but not routed through the Hunt Group will not be applied to this routing.

Weighted – sends calls to users based on a weighted % of calls to answer. For example, out of 10 calls 2 users may be weighted as 40% and 60% meaning 4 calls and 6 calls are delivered as defined to the associated users.

SCHEDULE 3.4(B) CLOUD VOICE SERVICES

Administrators can also define call waiting to enable calls from outside of the Hunt Group routing to be delivered and answered.

Instant Group Call

Provides an instant conference bridge connecting all members within the group. When a member of the group calls the specific group number, all users will receive a call inviting them to join the group. Maximum 20 (members) + 1 (Dialler) (internal or external).

Last Number Redial

Enables users to redial the last number they called through supported devices or through a feature access code.

Music on Hold

Allows the administrator to setup and maintain audio files that can be used in various call scenarios (e.g. Call Park, Call Hold). These files can be recorded through supported devices or uploaded through saved files.

The preloaded default audio files may be used freely as part of the Service. Where the customer chooses to upload and use other audio files then it is the customer's responsibility to obtain the necessary licence rights for their use, and the Supplier accepts no responsibility for any breach of third-party rights as a result of the use of such files by the customer. By using the upload facility the customer agrees to indemnify the Supplier against any claims for such infringement. Please also note that service cannot support live feed music.

Music on Hold (user)

Allows users to enable or disable music on hold on a per call basis, through either a feature access code or via the service GUI. This service is especially useful when attending conference calls or similar where you may wish to put a line on hold.

The preloaded default audio files may be used freely as part of the Service. Where the customer chooses to upload and use other audio files then it is the customer's responsibility to obtain the necessary licence rights for their use, and the Supplier accepts no responsibility for any breach of third-party rights as a result of the use of such files by the customer. By using the upload facility the customer agrees to indemnify the Supplier against any claims for such infringement. Please also note that the service cannot support live feed music.

Nuisance Call Management (Call Groups)

Allows for the rejection of incoming calls from a user defined list and/or anonymous numbers directly into a Hunt, Auto Attendant, Call Queue, and Call Centre type Call Groups.

Incoming calls with a caller ID found to exactly match a number on the Blacklist will be rejected with an appropriate announcement before automatically terminating the call. The end user can enter up to a maximum of 12 numbers onto the Blacklist per Call Group instance.

Incoming calls where the caller ID is anonymous or withheld can also be set to reject to an appropriate announcement before being terminated.

Pre-set availability Profiles

Allows a user to enable a predefined availability profile, in order to implement specific call routing. These are defined as:

Available in the Office

Available out of the office

Busy

Unavailable

Scheduling

Allows the definition of set schedules for business hours, and other company specific events. These schedules can then be implemented over Auto Attendants or Hunt Groups to provide specific routing during set hours or days.

Sequential Ring

Allows a user to define a "find me" list of numbers that incoming calls will route to, sequentially. While the incoming call is routed, callers will hear comfort announcements and can interrupt the search to leave a message. The user must set the number of rings after which the service will move on to the next number.

Site Admin

Allows the creation of an administrator who will just manage a single site. This means the Company Admin will still have all the admin capabilities for a company and the Site Admins will have the following facilities for their respective sites within the company.

Manage Users

Device Management

View & Download Call Recordings

View Statistics

Speed Dials

Allows a user to define either 1 or 2 digit speed dials that can be made from their device to key external or internal destinations. Local speed dials can also be established, however we recommend using the system to ensure both the phone and service GUI is in sync.

Voice Messaging

Enables voicemail services to be established either against users or hunt groups so that messages can be left and accessed by users. Please note that the service does not display voicemails in its system, but enables a Voicemail to email function or access via Hardware.

2. ADDITIONAL FEATURES

2.1 Please see below explanation of the Additional Features available as listed in paragraph 2.4 of the Schedule:

Advanced Call Recording

This feature enables the administrator to search for up to 3 months' worth of recordings. They can download up to 1000 inbound & 1000 outbound recordings in one go and up to 1000 recordings can also be deleted at once.

Bulk Download of Call Recordings

The service enables an administrator to select up to a 14-day consecutive period and the feature will then collate the entire volume of recordings associated to the specified period and download them to the Administrators PC desktop in the form of a ZIP file. Once the batch has downloaded the Administrator will then have the option to delete the call recordings from the storage platform.

Call Recording Pause and Resume

If a user is recording a call, with sensitive data that does not need to be recording, then a user can pause the recording and resume when they are ready. An example of when this could be used is credit card payments being taken over the phone.

Integrator

Integrator is software that all allows a user to control their service from their desktop without having to log in to their portal or navigate through phone menus. In addition, the software integrates with a user's Outlook program making contacts easily accessible and dialable from Outlook and the desktop. Accessing key features and settings becomes very quick and easy, and finding and dialling contacts very fast - helping users to work more efficiently and be more productive. Telephony presence (with Click to Dial) is also provided for up to 20 work colleagues, definable by each user.

Key features provided are:

Click to Dial from Outlook ®

Screen popping from Outlook ® contacts and Directory

Click to Dial from web pages

SCHEDULE 3.4(B) CLOUD VOICE SERVICES

In-call control features – hang up, hold, deflect, consult and transfer
Desktop feature control – Do Not Disturb and Forward All Calls
Desktop Address with Click to Dial (searches Directory and Outlook Contacts)
Desktop Call History
Desktop Recent Call Search
Telephony Presence (with Click to Dial)

Integrator CRM

Integrator CRM provides the full functionality and associated benefits of Integrator, as well as providing integration with many of the top CRM systems in the UK market today. The additional CRM functionality provides screen popping and click to dial from the chosen CRM and integrates it with certain desktop features such as desktop contacts searching.

Desktop Softphone

This desktop client allows user to make and receive calls from their PC or MAC (using an appropriate headset), as well as quickly accessing key settings for their service. This is an ideal bolt-on for users who often work remotely; work from different locations where it is not practical to install a handset or who are regularly on the move with access to Wi-Fi (e.g. hotel stays).

In addition to the above the softphone also provides presence and instant messaging between users who also have a softphone (or smartphone app).

The key features provided are as follows:

Make and receive calls
Instant messaging and presence (includes Group Chat with up to 4 participants)
Directory (with Click to Call from the softphone itself or the user's desk phone)
Call history (with Click to Call from softphone or desk phone)
Desktop dialler
Settings management
Twinning
Remote office
Forward calls
DND
Withhold my number

Smartphone App - Android & iOS

The Smartphone app allows a user to make and receive calls on a mobile device, as well accessing key setting for their service. It provides all the same functionality as the desktop client above, with the exception of Click to Call and Group Chat. This is an ideal bolt-on for users who often work remotely or who are regularly on the move with access to Wi-Fi.

Desktop and Mobile Clients Usage Guidelines

Please carefully consider the following advice on the use of mobile and desktop clients:

We cannot guarantee any aspect of setting up and conducting a call over any mobile network, whether using a mobile client or desktop client on a tethered laptop. Mobile networks provide no prioritisation of signalling and voice payload packets and some networks will either block or slow down VoIP packets.

If a customer reports a call quality or availability issue on a desktop or mobile client, please ensure you have checked that a mobile network is not being used to connect to the platform, as we are unable to provide support for such incidents.

Using the clients over mobile data will consume data that may either result in charges being raised by the user's mobile operator or be counted against the user's monthly data allowance.

Receptionist Console

To complement the web interface a dedicated receptionist console is available to manage incoming calls over a single or multiple site.

This console provides the ability to:

Monitor incoming calls to key numbers over all sites
Monitor fixed (200) or dynamic (800) users over all sites
Monitor call queues and adjust priority of callers within these queues
Add notes to contacts to show related information such as leave
Establish and manage conference calls in the site

The receptionist console is provided when this additional bolt on is provisioned and uses the chosen receptionist user subscription therefore does not incur additional subscription costs over and above the cost of the console bolt on.

Live Data Feeds

The service is designed to enable the attachment of external offerings utilising data to complement a solution. Where this is requested or offered by the Supplier, a secure, read only data feed can be provided to extract call information.

In the majority of cases unless specified support for these services is managed by a contractual relationship between the Supplier and a Third-Party Supplier. The Third-Party Supplier will only provide access information to this feed to the Supplier.

Call Queue Group

This is a basic simultaneous Hunt Group with the ability, should all users be engaged, to queue up to 25 calls at the network level. Each Call Queue Group can be customized with its own Welcome, Comfort, and Hold music/messaging, and has the added capability of a user breakout.

Charging is only applied to a user who can be part of a Call Queue Group; therefore you could have 3 users over multiple groups and only be charged for those 3 users, rather than users per group.

Call Recording Storage

This is provided in a range of charging tiers and designed for use with the 'on demand' and 'X% of calls recorded' features over both user and also groups.

Call recording retention is defaulted to 3 months but has 6, 12, 36, 60 and 84 month options before being deleted.

Call Centre

An extension to the hosted telephony platform, this add-on service enables businesses to easily manage their call centre environments, boost productivity of call centre agents and the overall efficiency of their call centre and help them deliver a first-rate service to their customers.

Additional Licences that can be ordered are:

Call Centre Agent
Call Centre Agent Client
Call Centre Supervisor Client

ANNEX 3: CALL RECORDING SERVICE FEATURES

Auto attendant

If the call goes from an Auto Attendant to a user with Call Recording the call is recorded.

If the call goes from an Auto Attendant to a user without Call Recording the call is not recorded.

If a Call Recording user transfers or forwards a call to an Auto Attendant the messaging will be recorded until the Call Recording user is no longer active on the call.

Call barge

If a user with Call Recording “barges in” on a call, their part of the call will be recorded.

A call already being recorded will include the part of the call with the “barge” in.

Call forwarding

If a call is forwarded to a user with Call Recording the call is recorded.

If a call is forwarded to a user without Call Recording the call is not recorded.

Call paging

If a user with Call Recording invokes Call Paging the call will be recorded.

Call Park

If a user with Call Recording retrieves a parked call the call is recorded.

If a user with Call Recording parks a call and it is retrieved by a user that does not have call recording, the call is not recorded.

Call Pickup

If the user that picks up a call has Call Recording the call is recorded.

If the user that picks up a call has not got Call Recording the call is not recorded.

Call Queue Group

If the call goes to a user with Call Recording the call is recorded.

If the call goes to a user without Call Recording the call is not recorded.

If a user with Call Recording transfers a call to a Call Queue Group the time spent in the queue will be recorded until the user is no longer active on the call.

Call Transfer - Blind

If the call is transferred to a user with Call Recording the call is recorded.

If the call is transferred to a user without Call Recording the call is not recorded.

Call Transfer – Consultative

Same as blind transfer, but if the call is being recorded, either for the transferring user or by the destination user, the consultative leg is also recorded.

Click to Dial

If a user with Call Recording makes a call using click to dial it is recorded.

CLI presentation

If an incoming call has CLI presentation de-activated, the call is recorded but the CLI is not presented. The third party is shown as “anonymous 0”.

Collaborate

Only the audio portion of Collaborate video calls will be recorded.

Hold / Music on Hold

If a recorded call is put on hold with Music on hold, the music is included as part of the recording.

If there is no music whilst a recorded call is on hold, the “silent” part

of the call is included in playback.

The other user in the call is still recorded while the call is on hold.

Hot Desk / Hoteling

If a user with call recording makes a call from a device they have associated themselves with, regardless of location, the call will be recorded.

If a user without call recording makes a call from a device they have associated themselves with the call will not be recorded, irrespective of whether other users with Call Recording have used the same device.

Hunt Groups

If the call goes from a Hunt Group to a user with Call Recording the call is recorded.

If the call goes from a Hunt Group to a user without Call Recording the call is not recorded.

Instant Conference Groups

If a call is triggered by a user with Call Recording, a recording of the whole call whilst they are active will be made.

If other users with Call Recording join the conference, recordings will be made per participant for the duration they are active in the conference.

Integrator

If a user with Call Recording makes an outgoing call using Integrator the call is recorded.

If a user with Call Recording answers an incoming call using Integrator the call is recorded.

Receptionist

If a user with Call Recording makes an outgoing call using receptionist the call is recorded.

If a user with Call Recording answers an incoming call using Receptionist the call is recorded.

Remote office / Click to Dial

If a call is made by a user with Call Recording the call will be recorded.

Sequential Ringing

If a user with Call Recording uses sequential ringing to take a call on a device that is not associated with one of their Cloud Voice numbers the call will not be recorded.

If a user with Call Recording uses sequential ringing to take a call on a device associated with another user that has Call Recording, the call will be recorded, but the user that “owns” the number will be shown as the User in the portal.

Schedules

If a schedule changes the way a call is routed at certain times, and routes calls away from users who have Call Recording to users or off-net numbers that do not have Call Recording, calls will not be recorded.

Three-way call

If a Call Recording user is on a call this will be recorded – when a third user joins this leg of the call will also be recorded.

If a Call Recording user joins an existing call, the part of the call they are active on will be recorded.

Twinning

Incoming calls to a user with Call Recording picked up on a twinned end point will be recorded.

Outgoing calls from an end point twinned with a Cloud Voice user with Call Recording will not be recorded.

Voicemail

Calls from a Call Recording user to the voicemail portal to retrieve left messages will be recorded.

Call to a user with Call Recording in which a message is deposited will be recorded, including both the message and the voicemail instructions.

Standard Call Recording - Call Recording Modes

The Business Call Recording subscription provides users with five available call recording modes (whereby the recording in all such modes is conditional upon the requirements as set out in the call recording consumption section above):

- Always: all calls are automatically recorded without the user taking any action and is saved to the Cloud Voice Call Recording platform.
- Pause/Resume: all calls are automatically recorded, however the user has the ability to pause and then resume the recording using Feature Access Codes (FACs) or call recording controls where supported. Users can select to play nothing, a beep or an announcement for when Pause/Resume has been activated. Not available on Compliant recording
- On Demand: all calls are recorded from the beginning, but only the recordings of those calls that the user triggers with a FAC (*44) or with call recording controls are kept by the platform. Not available on Compliant recording
- On Demand with User Initiated Start: the recording of the call is not started until the user starts recording the call using the *44 FAC or call recording controls where supported. Not available on Complaint recording
- Never: none of user's calls will be recorded

The Compliant Call Recording subscription provides users with one recording mode: Always & None. This ensures that all calls are automatically recorded and remain compliant.

Standard Call Recording - User Types

There are four user types available, each having different permissions:

- Global User – full access to any configurable item, recording and capability of the portal. The Global User is the only user who can delete, disable, or change a user type.
- Team User – access to the recordings and related data for all users (Please note that this type will not allow you to select a subset of users and you will have access to stream all users recordings, but reduced functionality than the Global user.)
- Staff User – limited access to recordings screen only (typically used for listening to own call recordings).
- Support User – portal view only but no access to recordings. This type of access is used for anyone who is not in Customer's organisation but may need access to provide support.

MIFID II Call Recording – User Types

By default, five user types are created, under which users can be assigned different permissions:

- Super User - Full access to any configurable item.
- Admin User - User Administration only and no access to recordings.
- Recording User - Recording access across all users but no user administration.
- Simple Recording User - Limited access to recording screen only (typically used for own call recordings)
- Third Party Support User - Portal view only but no access to recordings in line with Data Protection regulation and potential implications of GDPR.

SCHEDULE 3.4(B) CLOUD VOICE SERVICES

ANNEX 4: CLOUD VOICE COLLABORATE SERVICE FEATURES

Instant Messaging

Instant messaging (IM) enables users to communicate in real time on computers or a compatible mobile device. Both two-party and multiparty IM sessions are supported. If a third participant is added to the conversation, the conversation window changes to support My Room conferencing features.

Presence

Presence provides information to users about the status of other Cloud Voice Collaborate users. The presence status is displayed as an icon automatically based on calendar or user activity i.e. making a call but can also be manually set. The presence icon represents the user's current availability and willingness to communicate.

Voicemail

Every Cloud Voice Collaborate user is supplied with an enterprise-grade voicemail box. This provides a multi-announcement capability that can be assigned to either users or hunt groups and the voicemail delivered to the user or hunt group via email.

Personal and Room Video Calling

Users are able to hold a video call between clients on a one-to-one basis or a many to many basis. The maximum number of users that can join a single video call is 15. Small meeting rooms are supported using the Poly Studio. Fully integrated into Cloud Voice Collaborate, users can enjoy a room video conference driven from their Cloud Voice Collaborate client with simply plug and play. Up to 15 rooms can participate in a video conference.

Geographic Calls

Calls to 01, 02 and 03 numbers from the Cloud Voice Services shall be chargeable as per Supplier's standard Tariffs.

Calls to mobiles

Calls to UK Mobile destinations from the Cloud Voice Services shall be chargeable as per Supplier's standard Tariffs

Calls to Emergency Services

Calls to emergency services are supported by the service including within the mobile client within the UK. Should the user take the service to another country, the emergency service is not supported and should not be used to dial the UK or relevant overseas emergency services.

Number Porting

PSTN, ISDN and DDI numbers can be ported into the unified communication solution.

New Number (DDIs)

Where additional numbers are required, these can be provided from the pre-allocated pool and immediately associate them to the customer allowing them to be assigned to the unified communication platform.

Voice Calling

Cloud Voice Collaborate offers users the following:

Account codes	Ad Hoc Conferencing
Authentication	Anonymous Call Rejection
Automatic Call Back	Authorisation codes
Call Admission Control	Busy Lamp Fields
Call Forward Busy	Call Forward Always
Call Forward Not Reachable	Call Forward No Answer
Call Log/history (Top 10 missed, received,	Call From Anywhere (Remote Office)
Call Notify by Email	Call me Anywhere (Twinning)

Call Pickup	Call Park
Call Recording Inbound	Call Return
Call Transfer	Call Recording Outbound
Calling Line Id Blocking	Call Waiting
Calling line Id Delivery (Internal)	Calling line id Delivery (External)
Calling Policy	Calling Name Retrieval
Diversion inhibitor	Call Hold
Device Customisation	Do not Disturb
Hot Desk	Group Paging
Hunt Group – Circular	Hunt Group – Regular
Hunt Group – Simultaneous	Hunt Group – Uniform
Hunt Group – Weighted Distribution	Instant Group Call
Last Number Redial	Music on Hold
Music on Hold User	Pre-set availability Profiles
Number Presentation	Nuisance Call Management (Call Groups)
	Scheduling on Auto Attendant
Sequential Ring	Scheduling on Hunt Group
Voice Messaging – User and Hunt Group	Speed Dials

Audio and Web Conferencing

Each user has access to a permanent, always available conferencing service called 'My Room'. My Room enables users to hold ad-hoc or planed conferences with up to 50 people using voice and/or IM, and they can share applications, presentations or the complete desktop/ Up to 15 of the users can participate via video. Guest Participants i.e. those who do not have Cloud Voice Collaborate will be sent a link contained in an invitation. The guest can partake in the IP voice or video call without the need to download any software.

The call me feature instigates a call from the conference owner to the guest owner. The owner will be responsible for the cost of the call either from their minute bundle or overage. Only UK standard and mobile calls are supported.

Video

Cloud Voice Collaborate enables users to connect from either their PC/Mobile device or a Cloud Voice Collaborate enabled Video Conference Room. Person to person, room to room and multi-party sessions (up to 15) are supported. Users must have a compatible video and audio device supported by the client. The quality of the video is subject to the underlying IP network.

Video Conference Room

Using the plug and play studio, smaller conference rooms (typically up to 8 persons) are enabled for video conferencing. Fully integrated and managed from the collaborate client, all the features of a collaborate my room session are available with the Studio Room system.

Content Sharing

With Cloud Voice Collaborate My Room, users can share on 121 or 1-many basis their entire desktop or single application. Similar to voice and video, users can create ad hoc or pre-panned collaboration meetings.

ANNEX 5: CLOUD VOICE CONTACT SERVICE FEATURES

1. VOICE CHANNEL

Cloud Voice Contact provides a comprehensive set of voice features to enable agents to make and receive calls and manage the current and historical communication with customers.

1.1 Service Numbers

Service numbers are assigned to the company from the Cloud Voice Contact Portal - the contact centre is setup as a site within the portal and the number must be assigned to this site (Cloud Voice Contact). Customers can have as many service numbers assigned to Cloud Voice Contact as they need. Currently, non-geographic numbers cannot be assigned as Service Numbers within the portal.

Once assigned to the company, Service Numbers can then be assigned to queues within the Cloud Voice Contact portal.

1.1A Routing of Calls between Cloud Voice and Cloud Voice Contact

The Service numbers allocated to Cloud Voice Contact enable you to manage and queue calls up to the number of Cloud Voice Contact subscriptions purchased.

When routing calls between Cloud Voice and Cloud Voice Contact, the maximum number of simultaneous calls for the Customer between these two platforms is 2 x the number of Cloud Voice Contact agents provisioned plus 5. For example, if the Customer has 10 agents, the maximum simultaneous calls would be 25.

Calls transferred between platforms, the number of simultaneous outbound calls from Cloud Voice Contact and any calls sent to Cloud Voice via a call flow will be counted towards the simultaneous calls number. Also, if Cloud Voice Handsets are being used then every call made or received on the handset will count towards the total calls between the platform.

It is not recommended that Customers host numbers on Cloud Voice and then route the majority of that traffic to Cloud Voice Contact. Doing so risks calls being dropped due to exceeding the simultaneous calls limit.

If the majority of calls of destined for Hunt Groups that sit on Cloud Voice, the Customer should sit those numbers on Cloud Voice.

If the Customer sends calls to Cloud Voice Hunt groups, they could queue and potentially increase the number of simultaneous calls active between the platforms preventing further calls routing between the two platforms.

1.2 Voice Queues

Inbound telephone calls are queued, and the administrator can manage how these queues work within the contact centre environment. There is no limit to the number of queues allowed, but a service number will have to be assigned to a queue to make it active and agents will need to be available via groups for all active queues.

1.2.1 Basic Features

Each queue is given a name and can also be given a long description. For a queue to be active it needs to be given a primary group whose agents will take the calls presented to the queue.

Administrators can choose which classifications they allow agents to apply to calls at wrap-up for each queue. These act as tags for the call enabling the management team to understand what broad categories of interaction are flowing through the contact centre. This master list is configurable by the administrator and these classifications can be used in a variety of reports.

Administrators can assign an agent script to a queue. This prompts the agent with questions when they pick up a call and gives space to record the answer. This dialogue is automatically recorded into the internal CRM and can be viewed later.

1.2.2 Groups

Administrators can choose to automatically push calls to additional groups based on the following predetermined criteria:

If the queue length exceeds a set number of calls

If the queue length exceeds the number of calls per available agent

If the queues maximum wait time is exceeded

If there are no available agents in the primary group

1.2.3 Outbound/Transfer

The administrator can choose whether a queue allows outbound calls to be made from it. The queue presentation number can be set here. By default, this number will be the Service Number attached to the queue, but this can be changed to any number. The customer should follow Ofcom guidelines regarding number presentation.

There is also flexibility as to what number is displayed to the caller when calls are transferred from the queue.

1.2.4 Audio

Customers can upload their own music and voice announcements, which can be used with queues and for menus etc. when creating their own interaction flows.

A text to speech engine is included so that it is easy to add voice announcements without the need to hire professional recording equipment.

The following audio can optionally be associated with the queue.

A-Party Announcement - this is the recording that is played to the caller joins the queue

B-party Announcement - this is the recording that is played to the agent when they answer the call

Queue Music - this is the music played when the caller joins the queue

B-party music - this is the audio that is played to the agent when they put the call on hold

A-Party agent connect audio - This is the audio played to the caller just before they are put through to an agent.

1.2.5 Queue Recording

The administrator can set the percentage of calls that will be recorded on the queue from 0% to 100%

You can choose to record both caller and agent, just agent or just caller. You can also give the customer the option to opt out of being recorded.

These recordings are stored and are accessible from within the Call Recording platform.

The queue information as well as the caller CLI and agent ID is stored in the metadata.

Please note. Call recording cannot be set at a queue level on outbound calls.

1.2.6 Agent Recording

Sometimes an agent or a supervisor wish to record a call when they are mid call. The administrator can set up distinct call recording reasons that can be triggered by the agent e.g., if the agent is dealing with an abusive caller. This records the call from when this is triggered and records the relevant metadata.

The administrator must set up a selection of call recording reasons here before they selectable by the agent.

These recordings are stored and are accessible from within the 's Call Recording platform.

1.2.7 KPI's

The administrator can set the following KPI parameters:

KPI measurement Period - by default this is set to 15 minutes and determines for example whether the longest wait measurement has been breached.

Service Level Target - how long should calls be in the queue in seconds before they are answered.

Service Level Warning Threshold (%) - the percentage of calls that should be answered in the Service Level Target time.

Call Time Target (Seconds) - how long should calls be connected to agents.

Availability Warning Threshold (%) - the percentage of calls that are being answered by agents vs calls hitting the queue.

Number of Agents Warning Threshold - the minimum number of agents that should be available on the queue.

Caller Queue Warning Threshold - the ratio of calls in the queue to the maximum queue length.

The administrator can also set how often alerts are sent and who will receive these alerts. Alerts can be sent either via the portal only or the portal and email to the nominated email addresses.

1.2.8 Advanced

The following advanced queue features can be configured:

Maximum Queue Length - here the maximum queue length can be configured. This can either be set as an absolute value or as a multiple of the number of agents available or on interruptible breaks. Please note. This value always needs to be less than or equal to the total number of agent subscriptions multiplied by 15.

Dynamic Queue Length - this is an optional setting that allows the maximum queue length to be set based on the number of agents available on that queue.

Wrap up behaviour - the number of seconds allowed for wrap up and whether this can be extended by the agent.

Advanced Agent/Queue Settings - here the administrator can control whether agents can view the queue status, whether calls are allowed to queue when there are no agents on the queue and whether agents are automatically logged off the queue at certain times of the day

The following additional miscellaneous features can also be set

Maximum total callers on the queue

Maximum wait time (s)

Out dial timeout

Busy Back-off Time

Call Failed back-off time

No pickup Back-off Time

Breakout DTMF Key

Priority of this queue if agent is assigned to multiple queues

Whether to prevent queue jumping by other rules/ users

Connect caller to last agent they talked to (if available)

1.2.9 Announcements

Both the queue position and estimated wait time can be announced to the caller and the audio can be supplemented with additional custom messages dependent on queue position and estimated wait time.

1.2.10 Call Backs

Depending on the queue position or estimated wait time, call backs can be offered. These hold the caller's position in queue and call back the caller when they reach the head of the queue. Custom audio can be set for both the caller and the agent.

In addition, call slots can be offered to provide a more flexible call back option. These are configured in the Call Slots section and need to be included in a call flow.

1.3 Call Flow Manager

Call flows enable the routing of calls from a service number to an agent through a queue, offering calls to the most highly skilled agent, not already busy.

This is a graphical interface that enables a series of nodes to be connected to control how a call is managed. Both inbound and outbound calls can be managed via a call flow and each flow is associated with a Service Number.

When building call flows, the administrator can validate the call flows and only valid call flows can be published. When updating call flows, the updated version can be scheduled to take effect at a time outside of the core operating hours or the change can be made immediately.

Cloud Voice Contact allows for the export and import of call flows as JSON files.

1.4 Audio Files

Audio files can be uploaded in MP3 or WAV format. These can be speech files to be used in an announcement or music that can be used when callers are on hold.

Speech can also be created by using the text to speech engine provided by Nuance.

1.5 Play Books

Several individual audio files can be played in sequence, which could be used for example to play announcements in between music for queueing callers. The sequence of files can be edited by the administrator and new files can easily be added and old files removed.

1.6 Area Codes

A list of telephone area codes can be added, which can then be used when creating call flows, e.g., branch on area code.

1.7 Number Lists

A list of telephone numbers can be added, which can be used within call flows, e.g., branch on a number contained within a list.

1.8 Global Variables

Global Variables enable user defined values that are usually changed via the Web Portal to be updated via the Call flow if the Web Portal is unavailable. For example, this may be used where to play a standard message or forward calls to another number in the event the call centre is offline.

A call flow will need to be created in routing flow editor that uses a branch on company variable node with a defined tag.

1.9 Surveys

Post telephone call surveys can be created, which enable callers to answer questions using their touch tone telephones. Custom audio questions can be uploaded, and various answering schemes are available e.g., press 1 for yes.

Surveys are viewable by creating a new Contact Report.

1.10 Campaigns

Outbound campaigns can be set up to enable End Users to automatically call a list of numbers and assign these calls to a queue. Custom audios can be uploaded and various answering schemes are available.

1.11 Call Slots

As mentioned in section 3.2.10, call slots enable the option of slots to be made available to customers for specific times of day. These may coincide with less busy times. At the specified time, an outbound call will be made and connected to a free agent.

For each call slot the maximum number of callers in the time period can be set.

2. CHAT CHANNEL

This channel enables the business to put one or more chat interfaces into their website to route webchat to skilled agents. It uses the same

logic to route interactions to agents, via skill Groups, i.e., a webchat is routed via an interaction flow to a queue and the most skilled, available agent is offered the chat. Currently agents are offered up to four simultaneous webchats.

2.1 Chat Services

The administrator can create multiple chat services via this interface. Each chat service is given a Name, an optional Description, and an Access Name, which is used to identify this service to the remote web client.

The Chat Service needs to be associated with a Chat Flow and once this has been done, the administrator can click the Web Snippet, but with opens a new window showing the code that needs to be placed in the Page Header of the relevant web page.

2.2 Chat Flows

Chat flows can be constructed using the same Interaction Flow Editor interface as call flows. For example, It easy to construct flows that asks questions to the customer and then automatically routes the chat to the correct queue based on the answers.

2.3 Chat Queues

Each Chat Queue must be given a name and an optional Description.

Additionally, like the other channels the Group that the queue is directed to and the Classifications that are to be used on the queue can be set.

3. EMAIL CHANNEL

3.1 Email Servers

Cloud Voice Contact can be connected to email servers to send and receive emails using the POP3, SMTP and IMAP protocols. This allows customers to use existing email services such as Gmail or M365 and multiple email addresses can be configured, which can then be assigned to different queues.

Cloud Voice Contact supports both a basic and the OAuth2 authentication type and will attempt to authenticate the credentials when the settings are saved. You should check what settings are required by your email provider.

3.2 Email Flow Manager

Email flows can be constructed using the same Call Flow Editor interface as call flows. It easy to construct flows that inspect the email for words and then branch the email to different queues based on different matches.

For a complete list of available nodes, please check the appendix.

3.3 Email Queues

Email queues enable the efficient management of email to and from Cloud Voice Contact. Emails will appear on the queue and agents that are within groups that serve that queue will be able to select emails to work in. Participation on email queues can be set at an agent level, so for example an agent might be part of a Group that is attached to an email queue, but they could be set to work on voice exclusively.

Each queue can be associated with a different email server and/or email account and can therefore be associated with a different email flow.

A list of classifications can be assigned to emails and these will be recorded against the call notes and can be reported against using the built in Reports tool. The administrator can select which classifications are enabled for email as with other channels.

A timer can be set for emails on a queue. This measures the time that it takes the agent to reply to the email, once they have initiated the response. This time can be set by the administrator and the opportunity to allow and extension can also be configured.

3.3.1 Templates

The administrator can write text blocks that will be included on all emails on the queue. This supports a range of formatting options as well as allowing the inclusion of hyperlinks, jpgs, and embedded media.

3.3.2 Text Blocks

The administrator can additionally upload a library of text blocks which are made available to agents on the queue, which can reduce the amount of time spent responding to the email.

3.3.3 Attachments

The administrator can upload documents, which can be made available to email queues. The maximum file size of an attachment is 8MB.

Agents are unable to attach documents not included within the document library to ensure only authorised attachments can be used.

The default file extensions that can be attached are .doc and .pdf. This list can be configured within the assets configuration section, under the System menu.

3.3.4 Email Editor options

Under the System menu is the Email Editor Options menu. This controls what editing options an agent sees when they are replying to an email. The following options can be set.

Styles - bold, italic, underline, strike

Code Blocks

Lists - ordered or bullet

Scripts - subscript or superscript

Indents - +1 or -1

Direction - you can set the to right to left

Sizes - Small, medium, large, huge

Headings - Header 1, Header2, Header 3, Header 4, Header 5, Header 6, Normal

Colours - Font colour, background colour

Font

Alignment

Clear Content - this can be used to remove formatting of pasted text.

Attachments - this enables attachments to be used and allows the document extensions configured within the assets configuration.

4. AGENT INTERFACE FEATURES

Agents can take calls via a Cloud Voice handset or via a softphone using the Cloud Voice Contact portal.

This is currently supported on the latest versions of Chrome, Edge and Firefox browsers and uses the Web RTC protocol. The method of receiving calls, i.e., via a handset or softphone (webRTC) is set by the agent when they log in to Cloud Voice Contact.

4.1 Queue Visualisation

Agents can view all the queues that they have been given access to view, providing the number of agents available to handle and interaction. This also provides a visualisation of the number of waiting interactions on each queue.

4.2 Agent Status

Cloud Voice Contact agents can set their status and indicate if they are available to handle new inbound requests. The available statuses are configured by their administrator and their current status is visible to their supervisors.

4.3 Call Manipulation Buttons

Allows Cloud Voice Contact agents to put callers on hold, transfer calls to other agents or groups, and to put callers on hold while they request assistance from supervisors.

4.4 Cloud Voice Phone Book

Cloud Voice Contact is part of the Cloud Voice family and so agents can search the phone book for both front office (Cloud Voice Contact) and back office (Cloud Voice) users. They can use the call manipulation methods for both types of user as well as being able to transfer calls to other calls.

4.5 Call Recording

Allows Cloud Voice Contact agents to start new call recordings (for example recordings that may be flagged as containing the agent reading terms and conditions for contact fulfilment, or for an abusive caller) or to pause existing call recordings.

4.6 Call Wrap-Up and Call Classifications

Allows Cloud Voice Contact agents to make call wrap-up notes and to provide a call classification (which may be used for reporting purposes) at the end of a call. Call classifications are set by the administrator and can be different across queues.

4.7 Call pickup from Queue

Allows Cloud Voice Contact agents to choose which interaction to pick up from an inbound queue. Agents may be configured so that they are able to choose which interaction to handle or to have the highest priority interaction pushed to them.

5. SUPERVISOR INTERFACE FEATURES

The supervisor's main screen shows Live Data for both the queues and the agents that they manage.

Queues display various critical data such as Average Wait Time, Longest Wait Time and the queues can be configured to show a RAG status depending on the loud 's set against the queues. Clicking into the queue will show a further layer of detail.

When viewing agent data, agent availability is shown and indicated by colour; and more information is available by clicking on the agent. This also gives the supervisor the ability to change the availability of the agent across the channels they are licenced for.

When an agent is on a call, the supervisor can listen in, speak to the agent, take control of the call, and record the call.

6. CLOUD VOICE CONTACT MANAGEMENT FEATURES

6.1 User Management

Users will be created and enabled for Cloud Voice Contact within the Cloud Voice Contact portal and a username is common across all Cloud Voice Services applications.

Within the Cloud Voice Contact portal, a Cloud Voice user can be set as an agent, a supervisor or as an admin. The supervisor user has full agent functionality, so does not need to have agent functionality added within the portal. Any user can be given administrator privileges. If the administrator wishes to act as either an agent or a supervisor, they will need to be assigned this role in addition to the admin role – see section 5.3.

6.1.1 Basic settings

Here the administrator can reset a user's password and set whether a user can receive direct calls.

6.1.2 Agent Level Call Recording

Here the administrator can select whether an agent is set for Call Recording and the percentage of their calls that are recorded. If Call Recording is switched on in the Web Portal, then this will be automatically ticked and the percentage set to 100%.

In scenarios where the Contact Centre does not want to record at a queue level this can be set at an agent level.

6.1.3 Agent Configuration

Under the System Configuration the administrator can set the following agent configuration items:

Timeout before agents become unavailable when they lose connectivity to the web server – this is set at 120 seconds by default.

Number of times an agent can fail to pick up before they become unavailable – this is set as two by default

Number of times an agent can fail to pick up before they become unavailable – this is set as two by default

Number of times a busy agent can decline a call before they become unavailable – this is set to 2 by default

Number of times the call to an agent can fail before they become unavailable – this is set to 2 by default

Agent portal configuration - this sets whether agents can see status of queues, groups and agents.

6.2 Group Management

Users are assigned to groups and these groups are assigned to queues, thus managing which agents answer which interactions. Groups can be assigned to more than one queue.

Within the group management interface, you can assign one or more agents and rate those agents for the group skill from one to five stars. This skill rating determines the order in which agents within this group will be offered interactions. If agents have the same skill rating calls will be distributed to the longest idle agent.

You can also determine whether agents are automatically made available when they log in and active across all queues that this group is assigned to.

6.3 Role Management

Roles define what the user can do, for example an agent can by default handle voice and email interactions but cannot see the Live Data screen. Currently, roles are fixed, but this restriction will be lifted for General Availability.

Roles are assigned in the Cloud Voice Contact Portal.

See appendix A. for the full list of default role permissions.

6.4 Agent Break Management

Multiple break reasons can be set for agents, and these can be classed as productive or non-productive breaks. An example of a productive break is training, and a non-productive break is lunch.

The break reason can be set as interruptible enabling the supervisor to set the agent to available if, for example, a large volume of calls arrived.

6.5 Holiday List Management

One or more lists of holidays can be added. These are used with the Time Ranges functionality so that different service hours can be set for dates listed as holidays.

6.6 Time Range Management

Time ranges can be set absolutely or relatively. Absolute time ranges set operating hours for a specific date or date range. This can be used if the contact centre was shut down for a day for training for example.

Relative time ranges allow operating hours to be set for each day of the week and for days specified as holidays, which makes time range management straightforward. Time Ranges can be used when creating interaction flows.

6.7 External Telephone Destination Management

Using this option calls can be diverted to other numbers.

6.8 Global Variables

Global variables can be recorded and managed here, which can be used for call flow management.

7. REPORTING

7.1 Creating New Reports

There is a comprehensive reporting tool built into Cloud Voice Contact that enables multiple different reports to be created and viewed with the Cloud Voice Contact Portal. Alternatively, these reports can be downloaded as a CSV file.

Depending on the report type further detail can be reported on such queue, agent, callers etc. This data can be prepared for customisable time periods and then further filters can be applied such as the service level target.

7.2 Scheduling reports

Once the report has been created it can be automatically generated and sent to an SFTP destination or to an email address at a set interval

7.3 Contact Reports

Contact Reports allow the administrator to generate reports from survey data, the templates used by agents and the agent scripts.

8. WALLBOARDS

Wallboards can easily be constructed to show information relating to Service Numbers, Queues, and Live Status events such as the availability of Agents. It is easy to drag, drop and resize these data elements to clearly show performance within the contact centre.

The following elements can be included in a wallboard:

Service number information, e.g. number of calls answered on that service number

Queues, e.g. average wait time on that queue

Email Queues, e.g. Number of emails handled today

Live Data e.g. Live view of queues

Wallboards can be shown on any device that can run a supported browser. Up to 10 different wallboards can be displayed without any additional licences.

ANNEX 6: CLOUD VOICE INTEGRATION WITH MS TEAMS SERVICE FEATURES

Auto Attendant

Auto attendants allow voice calls to be transferred through to a user or another call group without the intervention of an operator or receptionist. Calls that arrive to a user through an auto attendant and its various options will be delivered to a Cloud Voice for Microsoft Teams user.

Business Call Recording

Currently only 'All Calls' option is available to Cloud Voice for Microsoft Teams and no other call recording variants are available at this time. Calls will be delivered through the Third-Party Supplier. Teams to Teams calls will not be recorded as the call is not delivered by the Third Party Supplier.

Call Barring

Call Barring set at either the user level or the site that the user is provisioned on will be applicable for all calls made through Microsoft Teams and controlled through the Third-Party Supplier.

Call Forwarding

A user's call forward treatment will always be applied except in the scenario of a Teams – to Teams call. Call forwarding is set up and controlled through the Third-Party Supplier portal.

Call Transfer

Calls that need to be transferred to other users or numbers can be, using the call transfer button within Microsoft Teams.

Call Waiting

Where a user has call waiting enabled, if the user is on a call and another call arrives to the user's Cloud Voice account, then this will also be present via the Microsoft Teams application.

CLI Presentation

The Cloud Voice Service allows users to present a choice of either the 'site' number, 'withheld/private', 'other UK', 'other international' or the user's own DDI. Calls made from Microsoft Teams to the PSTN will be routed through the Third-Party Supplier and so will present the number that the administrator has selected for that user within the Third-Party portal.

Hunt Groups

Cloud Voice Services allows the delivery of incoming calls to users in a predetermined and configured routing set up through hunt groups. All hunt group types are available to deliver calls into Microsoft Teams.

For those hunt groups that send the call onto another agent after a pre-defined number of rings it is recommended that the number of rings in Cloud Voice is increased by one from what you would normally select. For example, if a call skips to the next agent after 2 rings, with Cloud Voice for Microsoft Teams we would recommend that this becomes 3 rings due to the extra signalling involved.

Management Reporting using Akixi

Customers can get access to Akixi reports when using the Cloud Voice for Microsoft Teams service when telephone calls are made or received through the Third-Party Supplier PBX.

Teams-to-Teams calls, will not be captured by Akixi reports due to Microsoft's design.

Music on Hold

The Music on Hold used in Cloud Voice for Microsoft Teams is taken from the Third-Party Supplier, and not the Microsoft tenant. The telephony for Teams app disables Microsoft's Music on Hold due to undesirable feature clashes. This means that Teams-to-Teams calls will not have any music on hold.

Voice Calling

Extension Dialling

Where a user dials another extension number within the Third-Party Supplier, the Third-Party Supplier will manage the call as it would any other endpoint with all the relevant settings applied.

Teams to Teams Calls

These calls will always stay within the Microsoft tenant and will not break out to the Third-Party Supplier, as per Microsoft's design. This means that services such as management reporting with Akixi and business call recording are not currently possible.

As call groups are all provisioned in the Third-Party Supplier, if a full telephone number or extension number is called that is associated with a call group, then the call will break out to the Third-Party Supplier and the relevant call treatment will be applied.

Direct Dialling - UK Calls

Calls to 01, 02, 03 and UK mobile numbers from the Cloud Voice services shall be chargeable in accordance with Supplier's standard Tariffs.

Calls can be made from the MS Teams dial pad. Any call barring settings that a user has set up in Cloud Voice will be enforced.

Direct Dialling - Local Dialling

Local dialling, where a user dials a telephone number without an area code, is supported on Cloud Voice for Microsoft Teams.

Direct Dialling - International Calls

Calls can be made to international destinations using Cloud Voice for Microsoft Teams, providing that the user has the applicable call barring set.

Calls to Emergency Services

Calls to emergency services are supported by the service including the mobile client within the UK, should the user take the service to another country, emergency service is not supported and should not be used to dial the UK or relevant overseas emergency services.

Inbound telephone calls

Calls made to a user will be delivered and can be answered or declined using the Microsoft Team's call notification on a user's selected device.

Voicemail

Due to undesirable feature clashes with the Microsoft Teams voicemail service and Cloud Voice, Microsoft Team's voicemail is disabled by the Cloud Voice application and is not available. The Cloud Voice voicemail service is available for users and call groups.

Teams-to-Teams calls are not directed to a user's Cloud Voice voicemail and will continue to ring until one party cancels the call down, or the call automatically closes down after 60 seconds.

The Third-Party Supplier strongly recommends that you keep the MS Teams voicemail switched off as this will interfere with Cloud Voice PBX call flows.

SCHEDULE 3.4(B) CLOUD VOICE SERVICES

ANNEX 7: WEBEX

WEBEX PACKAGES OVERVIEW

Softphone Package

The Softphone Package uses the Webex app as a softphone only client with voice and video calling capabilities. It does not include messaging or meeting capabilities. When other users (with any package) search the directory for a softphone user, the search results provide no option to send a message. Users with this package type can join Webex meetings but cannot start or host meetings on their own.

The Softphone Package also includes presence, personal contacts, call history, visual voicemail and can share their screen while in a call.

Webex Basic Package

The Webex Basic package includes everything in the Webex Softphone Package plus messaging and meeting features, with meeting capacity up to 100 participants in Unified Space and Personal Meeting Room meetings.

In this package the meetings can have a maximum duration of 40 minutes.

Webex Standard Package

This package includes everything in the Webex Basic package plus advanced meeting capabilities including real time transcription, Webex Assistant, personal insights and personal conference number.

Webex Premium Package

This package includes everything in the Webex Standard package plus up to 300 participants in Unified Space meetings and up to 1000 participants in Personal Meeting Room meetings. It also adds meeting recording transcription and cloud storage of meeting recordings.

These packages can be assigned to Cloud Voice Services users like any other bolt-on.

Each bolt-on attracts a recurring monthly charge.

Please note that all users will require a Cloud Voice Services subscription in addition to the Cloud Voice with Webex Bolt-On.

Additional Information

- The Unified Space Meeting limit for Basic users is 100 participants per Unified Space Meeting unless the space also includes users assigned the "Standard" or "Premium" packages, in which case the limit increases based on host user package.
- "Unified Space Meetings" refers to a Webex meeting (scheduled or unscheduled) that takes place in a Webex space. For example, a user initiates a meeting from the space via the "Meet" or "Schedule" buttons.
- "PMR Meetings" refers to a Webex Meeting (scheduled or unscheduled) that takes place in a user's Personal Meeting Room (PMR). These meetings use a dedicated URL (for example: cisco.webex.com/meet/roomOwnerUserID).

Available Features by Package

Calling Features

Feature	Softphone	Basic	Standard	Premium
Place Audio Call (PSTN/VoIP)	✓	✓	✓	✓
Receive Audio Call (PSTN/VoIP)	✓	✓	✓	✓
Place Video Call	✓	✓	✓	✓
Receive Video Call	✓	✓	✓	✓
Dialpad	✓	✓	✓	✓

Desk Phone Control (DPC) – Basic incoming/outgoing calling	✓ (Desktop Only)	✓ (Desktop Only)	✓ (Desktop Only)	✓ (Desktop Only)
Desk Phone Control (DPC) – Mid-call features	✓ (Desktop Only)	✓ (Desktop Only)	✓ (Desktop Only)	✓ (Desktop Only)
Merge (N Way Audio Call)	✓	✓	✓	✓
Mute/Unmute	✓	✓	✓	✓
Hold/Resume	✓	✓	✓	✓
Call Transfer (Attended, Semi Attended, Blind)	✓	✓	✓	✓
Sharing-Screen, application	✓	✓	✓	✓
Remote Desktop Control	✓	✓	✓	✓
Call Pull	✓	✓	✓	✓
Group Call Park/Retrieve	✓	✓	✓	✓
Call Pickup	✓ (Desktop Only)	✓ (Desktop Only)	✓ (Desktop Only)	✓ (Desktop Only)
Call Push Notifications (Mobile)	✓	✓	✓	✓
Call Voicemail	✓	✓	✓	✓
Emergency (999) Calling Access	✓	✓	✓	✓
Feature Access Codes (FAC)	✓	✓	✓	✓
Register for tel:and SIP:links (Default App by Protocol Option)	✓ (Desktop Only)	✓ (Desktop Only)	✓ (Desktop Only)	✓ (Desktop Only)
Seamless call handover between networks	✓	✓	✓	✓
Call Centre Agent – App Capabilities				
Agent Login/Logout	✓	✓	✓	✓
Agent Set Availability Status	✓	✓	✓	✓
Call Settings				
Do Not Disturb – native, across all devices	✓	✓	✓	✓
Call Forward - Always	✓	✓	✓	✓
Call Forward – busy **	✓	✓	✓	✓
Call Forward – No Answer**	✓	✓	✓	✓

SCHEDULE 3.4(B) CLOUD VOICE SERVICES

Call Forward – Not Reachable**	✓	✓	✓	✓
Twinning (Single Number Reach)	✓	✓	✓	✓
Simultaneous Ring **	✓	✓	✓	✓
Sequential Ring**	✓	✓	✓	✓
Hide Number/Block My Caller ID**	✓	✓	✓	✓
Voice Messaging Settings **	✓	✓	✓	✓
Call Waiting **	✓	✓	✓	✓
Anonymous Call Rejection**	✓	✓	✓	✓
Automatic Callback**	✓	✓	✓	✓
Video Call – Virtual Background	✓	✓	✓	✓
Background Noise Reduction	✓	✓	✓	✓
Music Mode	✓	✓	✓	✓
Personal Contacts				
View All Contacts	✓	✓	✓	✓
Add New Contacts	✓	✓	✓	✓
Manage Favourites	✓	✓	✓	✓
Manage Groups	✓	✓	✓	✓
View Profile	✓	✓	✓	✓
Add Contacts from Cloud Voice Company Directory	✓	✓	✓	✓
Call History/Voicemail				
Call Logs – Local	✓	✓	✓	✓
Call Logs – Server based/Unified Call History	✓	✓	✓	✓
Call Logs – Delete All	✓	✓	✓	✓
Call Logs – Delete Individual Calls	✓	✓	✓	✓
Call Logs (Basic) Missed Calls Counter	✓	✓	✓	✓
Visual Voicemail – View	✓	✓	✓	✓
Visual Voicemail - Audio	✓	✓	✓	✓
Visual Voicemail – Mark as Viewed	✓	✓	✓	✓
Visual Voicemail – Mark As	✓	✓	✓	✓

Confidential or Urgent				
Search				
Universal Search	✓	✓	✓	✓
Outlook Contact Search	✓ (Desktop Only)	✓ (Desktop Only)	✓ (Desktop Only)	✓ (Desktop Only)
Local Mobile Contact Search	✓	✓	✓	✓
Google Contact Search	✓ (Mobile Only)	✓ (Mobile Only)	✓ (Mobile Only)	✓ (Mobile Only)
Cloud Voice Company Directory Search	✓	✓	✓	✓
Personal Directory Search	✓	✓	✓	✓
Calling Integrations				
Microsoft Teams Integration for Calling	✓	✓	✓	✓
Microsoft Outlook Integration for Calling	✓	✓	✓	✓

Messaging Features

Feature	Softphone	Basic	Standard	Premium
Calling Presence (On Call)	✓	✓	✓	✓
Meeting Presence (in meeting, Presenting)	✓	✓	✓	✓
Presence (Active, Last Active)	✓	✓	✓	✓
Manually Set Presence – Do not Disturb	✓	✓	✓	✓
Personal Message Status	✓	✓	✓	✓
Basic Messaging Features				
Chat – View History		✓	✓	✓
Chat – Delete Space		✓	✓	✓
Chat – Delete Message Thread		✓	✓	✓
Chat- Delete Individual Message		✓	✓	✓
Chat – Mark as Viewed		✓	✓	✓
1-1 Chat		✓	✓	✓
Spaces (Group Chat)		✓	✓	✓
Read Receipt		✓	✓	✓

SCHEDULE 3.4(B) CLOUD VOICE SERVICES

Hide Availability status		✓	✓	✓
Is Typing Indicator		✓	✓	✓
File Sharing		✓	✓	✓
Screen Capture		✓	✓	✓
Filters (help find messages and spaces content)		✓	✓	✓
Mentions		✓	✓	✓
Message Forwarding between a space		✓	✓	✓
Hide Availability status		✓	✓	✓
Is Typing Indicator		✓	✓	✓
File Sharing		✓	✓	✓
Screen Capture		✓	✓	✓
Filters (help find messages and spaces content)		✓	✓	✓
Mentions		✓	✓	✓
Message Forwarding between a space		✓	✓	✓
Set a custom status		✓	✓	✓
Search within a Space		✓	✓	✓
Pin Messages in a space		✓	✓	✓
Send a Space Link		✓	✓	✓
Mark as Unread		✓	✓	✓
Rich Text		✓	✓	✓
Quoting		✓	✓	✓
Threading		✓	✓	✓
Edit Messages		✓	✓	✓
Drag and Drop Files		✓	✓	✓
Gifs		✓	✓	✓
Emojis & Emoticons		✓	✓	✓
Reactions		✓	✓	✓
Mark as Viewed		✓	✓	✓
Favourites		✓	✓	✓
Embedded Previews (pdf, gifs)		✓	✓	✓
Embedded Video Playback		✓	✓	✓
Push Notifications		✓	✓	✓
Custom Space Notification- Off/On/@mentions only		✓	✓	✓
File Viewer – Download		✓	✓	✓

External Participant Indicator		✓	✓	✓
Space member management		✓	✓	✓
Inter-team/org messaging		✓	✓	✓
Keyboard shortcuts		✓	✓	✓
Personalise message notification sounds		✓	✓	✓
Video messaging by Vidcast		✓	✓	✓
Advanced Messaging Features				
Schedules Space Meeting with everyone in Space		✓	✓	✓
Add link shortcut to a Space		✓	✓	✓
Space Cover photo		✓	✓	✓
Sharing-screen, application, whiteboard, annotation		✓	✓	✓
Embedded Apps		✓	✓	✓
Moderator- Add/Remove people				✓
Moderator – Edit space name				✓
Moderator Add/Remove Moderator				✓
Moderator – Edit space image				✓
Turn On Announcement Mode				✓

Meeting Features

Feature	Softphone	Basic	Standard	Premium
Common Meeting Features				
Meeting Duration		40 Minutes or Less	Unlimited	Unlimited
Max Meeting Participant Capacity		100	100	1000 (PMR)
Personal Meeting Room (PMR)		✓	✓	✓
Webex (PMR & Scheduled) meeting scheduling		✓	✓	✓

SCHEDULE 3.4(B) CLOUD VOICE SERVICES

In-app meeting scheduling		✓	✓	✓
Desktop Sharing		✓	✓	✓
Application Sharing		✓	✓	✓
Screen Sharing on Mobile		✓	✓	✓
Whiteboard		✓	✓	✓
Annotation		✓	✓	✓
One-click & Scheduled meetings		✓	✓	✓
HD Video		✓	✓	✓
Full screen and gallery view		✓	✓	✓
Mute all/participant		✓	✓	✓
In-meeting participant search		✓	✓	✓
Multi-party chat		✓	✓	✓
Web Guest Experience		✓	✓	✓
Video Layout options (5x5 grid, stack, side by side, full screen)		✓	✓	✓
Virtual backgrounds		✓	✓	✓
Background noise reduction		✓	✓	✓
Music Mode		✓	✓	✓
Animated meeting reactions		✓	✓	✓
Gestures		✓	✓	✓
Raise Hand		✓	✓	✓
Breakout Sessions		✓	✓	✓
Notes		✓	✓	✓
Polling		✓	✓	✓
Meetings Recording		Local	Local	Cloud + Local
Recording – Cloud Storage*				10GB per Company
Meetings Company Access		✓	✓	✓
Locking/Unlocking Meetings (To keep uninvited people from joining)		✓	✓	✓
Password Protection (to access Meetings)		✓	✓	✓

Support pairing with the Third Party Supplier's Supplier Webex Devices ***		✓	✓	✓
Connect to Google or O365 Calendar Service		✓	✓	✓
Advanced Meeting Features				
PSTN Dial In access (Toll Named User)			✓	✓
Personal Conference Number (PCN)			✓	✓
Join from a video system Collaboration Meeting Room (CMR)			✓	✓
Immersive Share (Show me in front of presentation)			✓	✓
Default Presenter Controls for all Attendees				✓
Remote Desktop Control				✓
Allow PMR URL change				✓
Let other users schedule meeting on behalf of host				✓
Delegate your meetings (Cohost, In-meeting host control)				✓
Manage as Cohost				✓
SiriKit Integration***				✓
Media Quality Statistics			✓	✓
Personal Insights			✓	✓
Webex Assistant			✓	✓
Closed Captions			✓	✓
Real Time Transcription (English, French, German, Spanish, Italian)			✓	✓
Recording Transcriptions				✓

All calling behaviour requires a Cloud Voice Subscription

*Meeting Cloud Storage limit is per site

**Supported through Call Settings Web View

***3rd party devices are known to work with Webex, but are not supported by the Third-Party Provider

Calling Services

Webex enables users to make and receive Cloud Voice Services calls through the Webex app. It also enables users to configure call control settings using the Webex app.

Emergency Services Support

The emergency services can be accessed through Cloud Voice Services by dialling either 999/112. All mid-call functions, such as call transfer, for emergency call types are forbidden on the system, this is done to ensure that during an emergency a call is not accidentally lost.

When provisioning the Cloud Voice Services, the Third-Party Supplier will ensure that the site CLI defined by the Supplier is logged in the emergency services database, with a VoIP service type and address information provided to us. This will ensure that where an emergency call is presented the operator will always aim to confirm the address with the End User because of the nomadic capabilities of these numbers. However aside from this, the call will be handled no differently to a traditional analogue call.

For outbound CLI presentation to 999/112 the users DDI number will be used. If the user does not have a DDI number, then the site DDI number will be used.

Please note that it is crucial that the Supplier has the correct site CLI and address details for the site. It is the Customer's responsibility to provide this information and any changes to the Supplier promptly.

The Cloud Voice Services do not operate identically to traditional phone systems and lines when contacting emergency services, in that if an underlying component of an IP network fails, calls cannot be made.

Scenarios that could impact the ability to make emergency calls are:

- During a service outage, where an end customer loses connectivity, for example owing to a power outage or the failure of DSL routing equipment
- If an End User's account has been suspended
- In such circumstances the Customer should ensure they have a non-mains powered analogue phone available to plug into a PSTN line.
- Other consideration should be given on design and installation for sites where specific issues are known, e.g. power outages and backup power options.

DEVICES

Desk Phone Integrations

The following features provide users with an integrated experience between Webex and their Cloud Voice Services desk phone. Customers have the following call control in Webex, over their Cloud Voice Services phone and calls:

- Make outbound calls from the Cloud Voice Services desk phone using call control in Webex
- Hold / resume call
- End call
- Transfer call
- Merge call

Customers can also pull a call from their desk phone to Webex, and vice versa.

Supported Headsets

The Third-Party Provider has tested a range of headsets for use with Webex on Windows desktop. This list can be provided upon request.

Third Party Devices

The Third-Party Supplier's supplier also lists a range of headsets and devices that are known to work with the Webex App. This list of devices can be found here: <https://help.webex.com/en-us/article/nr1vbbab/Webex-App-%7C-Details-about-headset-support>. Please note that the Third-Party Provider and/or the Supplier do not support devices it has not independently tested or directly sold. Please also note that the Third-Party Supplier's supplier (and other compatible 3rd party) devices such as video conferencing devices and room systems may work with Webex, however these are not supported unless specified by the Supplier on the Order.

INTERACTION WITH OTHER PRODUCTS

Cloud Voice Call Recording Services

If a Customer has Cloud Voice Standard or Cloud Voice Business call recording, their voice calls made or received using Webex will be recorded, subject to the configured parameters of the Call Recording Service for that End User.

This means Cloud Voice Calls made or received using Webex will be recorded for that End User in the following scenarios:

- Webex End User makes an outbound external (PSTN) call
- Webex End User receives an inbound (PSTN) call
- Webex End User makes an internal call to another Cloud Voice Services End User (with or without Webex) – subject to Call Recording product and configured parameters
- Webex End User receives an internal call from another Cloud Voice End User (with or without Webex)
- Audio only on Webex video calls made to other Webex End Users in the same company (video element is not recorded)*

*Please note that in the event a one-to-one audio or video call is escalated into a meeting, the audio of that video call will stop being recorded. The meeting will then (subject to End User settings and package) then be recorded in the Webex environment.

Cloud Voice Call Recording Services will not record any of the following:

- Any video
- Webex meetings
- The audio of any one-to-one video call if the call is escalated into a meeting (from the point of escalation)
- Webex messages, chats or spaces

Please contact the Supplier for further information.

Cloud Voice Collaborate

The scenario may arise where some End Users will be on Cloud Voice Collaborate and some on Webex. This may for example be during an upgrade from Cloud Voice Collaborate to Webex.

It should be noted that in this scenario:

A Cloud Voice Collaborate End User will be able to make voice calls to a Webex End User.

A Webex End User will be able to make voice calls to a Cloud Voice Collaborate End User.

Other functionality (presence, messaging, meetings and video) will not work between Cloud Voice Collaborate and Webex.

Where an End User has both Cloud Collaborate and Webex bolt-ons assigned, it is technically possible for them to log into both applications on the same device. End Users should not do this as it can result in unexpected call behaviour and duplication in call analytics.

SCHEDULE 3.4(B) CLOUD VOICE SERVICES

Cloud Voice Contact Directories

End Users can search for contacts from the following Cloud Voice Directories using the Webex App:

- Corporate Directory (all Cloud Voice End Users)
- Company Directory (custom contacts visible to all End Users in the company)
- Personal Directory (custom contacts visible only to the End User who added them)

Directory Sync

By default, Webex synchronises with Cloud Voice directories every 7 days. The Third-Party Supplier will initiate a synchronisation within 5 minutes of certain provisioning and directory update events.

Please note that following a directory synchronisation, End Users on the mobile Webex app will need to log out and back into the app, to see a refreshed list of directory contacts.

Directory Sync Behaviours

- If a contact name changes on the Cloud Voice Services, the existing contact gets deleted from the Webex directory and a new contact is created.
- If the contact number changes on the Cloud Voice Services, Webex updates the existing contact in the Webex directory with the new number.
- After an End User or an admin updates a contact on the Cloud Voice Services, the following conditions outline when the update displays in the Webex App:
 - o If the update is to the Cloud Voice Services only user, the update displays in the Webex App immediately following the subsequent directory sync.
 - o If the update is to the Cloud Voice Services Personal Directory, then the update is displayed in the Webex App immediately following the subsequent directory sync.
 - o If the update is to the Cloud Voice Services Company Directory the Webex directory gets updated at the subsequent directory sync, but the change will not be seen in the Webex App until the Webex App is restarted or until the local 72-hour cache timer expires.
 - o When contacts are added to or edited on the Cloud Voice Services, Company Directory, or new End Users added to the Corporate Directory, there may be a delay before those additions or changes are reflected the mobile app.
- If you edit a contact in one of the Cloud Voice Services Directories, this will create a new contact entry in the Webex app and keep the original entry for up to 72 hours. After 72 hours the original (duplicate) entry will be automatically removed from the Webex app.
- Mobile Webex App Only - when contacts are added to or edited on the Cloud Voice Services Personal, Company Directory, or new users added to the Corporate Directory, there can be a delay of up to 72 hours before those additions or changes are reflected the mobile app. If users want to see changes or additions sooner, logging out of and back into the app will refresh the directory contacts.

NETWORK REQUIREMENTS

Please contact the Supplier for further information.

MINIMUM SYSTEM REQUIREMENTS

For details of System Requirements for Webex apps, please see the following link:

<https://help.webex.com/en-us/article/fz1e4b/System-requirements-for-Webex-services>

Please note that whilst the Webex app is known to work in Virtual Desktop Infrastructure (VDI) environments, support is not provided for these environments or any issues relating to Webex deployment in them. Further information regarding deployment of the Webex app in VDI environments can be found at the following link:

[https://help.webex.com/en-us/article/19qt9v/Deployment-guide-for-Webex-App-for-Virtual-Desktop-Infrastructure-\(VDI\)](https://help.webex.com/en-us/article/19qt9v/Deployment-guide-for-Webex-App-for-Virtual-Desktop-Infrastructure-(VDI))

SERVICE PROVISIONING

User Email Addresses

To provision a user on Webex, they require a trusted email address which will be used by the End User during activation of their new Webex Account.

If an End User's desired email address is already associated with a Webex account (whether that be a free account, or with another provider), the email address for that account will need to be changed, or the account be deleted, before they can be provisioned with Webex.

Please note that deleting an End User's current Webex account will result in the loss of their contacts, message history and files, including any meeting recordings.

KNOWN CAPACITIES

Webex App

Teams

Features	Maximum Limit
Teams per Organisation	Unlimited
Team members	5000

Spaces

Features	Maximum Limit
Spaces per Organisation	Unlimited
Spaces per team	Unlimited
Space images	File Size: 10MB or less File Types: .jpg, .png, .gif or .bmp
Space participants	5000
Messages per space	Unlimited

Files and Whiteboards

Features	Maximum Limit
Whiteboards per space	Unlimited
Files per space	Unlimited
Preview files in a space	File Size: 100MB or less Files has less than 50 pages File type: .doc, .docx, .gif, .jpeg, .pdf, .png, .ppt, .pptx, .xls, and .xlsx

Filters

Feature	Maximum Limit
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SCHEDULE 3.4(B) CLOUD VOICE SERVICES

Favourite spaces	Unlimited
Mentions listed	50
Flagged messages	200
Draft messages	Unlimited

Message

Feature	Maximum Limit
Message size per post	5400 characters
Number of files you can add to a single message	10 files on Window, Mac, iOS and Web. 5 Files on Android
File size	2GB
Auto play GIF	2MB

Profile Picture

Feature	Maximum Limit
File Size	10 MB or less Webex App resizes your profile picture to use in various areas in Webex App. Ideally, your profile picture should be a square image between 200x200 pixels and 1000x1000 pixels.
File Type	jpg, .png, .gif, or .bmp

Webex Cloud Storage - Messaging Limits

The following data storage limits (messaging and files combined) apply to organizations that have purchased Webex. These limits represent the maximum storage for messaging and files combined.

- Basic: 2 GB per user for 3 years
- Standard 5 GB per user for 3 years
- Premium: 10 GB per user for 5 years

For each Customer, these per user totals are pooled to provide an aggregated total, based on the number of End Users. For example, a Customer with five premium users has a total messaging and file storage limit of 50 GB. An individual End User can exceed the per-user limit (10 GB) provided the Customer is still under the aggregated maximum (50 GB).

Webex Cloud Storage - Meeting Limits

Please note that only End Users with a Webex Premium package get access to cloud meeting storage.

- 10GB per site

End Users will need to manage their own meeting storage through User Hub and will not receive pro-active notifications if storage limits are being approached. In the event a Customer uses up their Webex meeting cloud storage usage and wishes to delete meeting records overriding its users ability to do so, a support request can be raised via an authorised request.

Meeting recordings consume around 100MB per hour of cloud data. This is approximate and the exact figure can vary based on participant actions

KNOWN SERVICE BEHAVIOURS AND LIMITATIONS

Known Service Behaviours or Limitations are part of the service and cannot be altered, or there are no current plans to alter.

User Email Addresses

To provision a User, they require a trusted email address. If a User's email address is already associated with a Webex account (whether that be a free account, or with another service provider), that Webex account must be deleted before the User can be provisioned with Webex.

Updates to Webex

The Third-Party Supplier's supplier may from time to time add or change features on the Webex app, which is outside of the Supplier or Third-Party Supplier's control.

Voice-Only Network Access

Devices with the Webex app installed on them require Internet connectivity for Webex to function.

The following Third-Party Supplier Voice-Only network services (which are designed for connection to physical IP phones) do not deliver Internet access, so are unsuitable for connecting PCs, laptops or other devices to, that require Internet connectivity (as required by the Webex app):

- The Third-Party Supplier's Assured Access
- Cloud Voice Services over Ethernet Access (Cloud Voice Services / Voice-Only port)

Webex Web Client

The Web Client is intended for guest access to Webex meetings. As such, it does not include the ability to make or receive Cloud Voice Services calls or 1 to 1 video calls.

Webex App for Linux

The Webex App for Linux gives Users access to messaging and meetings features though does not support Cloud Voice Services calling or 1 to 1 video calling. It has several additional limitations which can be seen at the following link: <https://help.webex.com/en-us/article/9vstcdb/Webex-App-for-Linux>. Please note the Webex App for Linux is not supported.

Webex Integrations - Salesforce

Salesforce integration with the Webex app has significant limitations. This is a known limitation of how Webex integrates with the Third-Party Supplier's supplier broadWorks. Consequently, it is not supported, and the Third-Party Supplier's advice is to use the Cloud Voice Services Integrator for Salesforce integration.

Meeting / Conference Bridge Number

The dial in number for callers to join Webex meetings from their phone (audio only) is a predefined UK number for all dial in callers provided by the Third-Party Supplier's supplier. It cannot be changed or customised for individual customers.

Password Resets with MFA enabled

If a Webex user has MFA enabled, if they perform a password reset, they will also be required to setup MFA on their authentication app again.

Presence Monitoring – Cloud Voice Services Only Users (Call Presence Monitoring)

Where a User does not also have Webex (i.e. they are just using a physical device), their call status will not be visible to other Webex users.