

HOSTED UNIFIED COMMUNICATIONS PRODUCT TERMS

1 SCOPE

1.1 These Product Terms cover:

- (a) Mitel MiCloud Business (HUC); and
- (b) Mitel MiVoice Business (subscription and Flex variants).

1.2 A summary of Hosted Unified Communications Products is set out in the applicable Product Documentation. Due to the nature of the services some of the product information is also set out in the Telephony Products Documentation.

1.3 These Hosted Unified Communications Products include provision of telephony services for originating and receiving PSTN or VoIP calls by users of such Products provided from Service Provider's Data centres (or those of its partners, or via a Public Cloud Platform).

1.4 Subject to the limitations set out in Clause 4.2, single users from remote locations may connect to their applicable Hosted Unified Communications Product over a public internet connection which is not a Managed Data Connection.

1.5 The Hosted Unified Communications Product may optionally include rental of Service Provider Equipment comprising IP telephony handsets and accessories for deployment at any Site.

2 ORDERING OF PRODUCTS

2.1 Customer may order Hosted Unified Communications Products by submitting a Product Order in accordance with the Customer Account Terms. Due to the nature of the services provided Service Provider may require that an agreed statement of work is attached to the applicable Product Order.

2.2 Service Provider shall use reasonable endeavours to process the Product Order within two Business Days of receipt.

3 ADDITION OF PRODUCTS

3.1 Customer may add to or amend existing Hosted Unified Communications Products by submitting a new Product Order. Depending on the complexity of the change, Service Provider reserves the right to update the existing statement of work or attach a new statement of work to the Product Order.

3.2 The Contract Term for any change to a Contract for Hosted Unified Communications Products will be as set out in the applicable Product Order.

4 PRODUCT SUPPORT

4.1 Subject to the restrictions set out in this Clause 4, Service Provider will provide support, where purchased, for Hosted Unified Communications Products in accordance with the Customer Account Terms and the attached Support Annex.

4.2 A Hosted Unified Communications Product shall only be entitled to receive full support when the applicable a Hosted Unified Communications Product is:

- (a) delivered via a Managed Data Connection; or
- (b) accessed from third party equipment listed as supported equipment in the Product Documentation.

4.3 Where an Incident has been diagnosed as a software malfunction which requires remedial action, Resolution Targets shall not apply. Service Provider will use reasonable endeavours to provide a work-around solution to alleviate the impact of the fault pending delivery of a software fix from the applicable third party.

5 PRODUCT RESTRICTIONS

5.1 Service Provider shall have no obligation to provide any Hosted Unified Communications Products where Customer fails to enter into (or subsequently terminates) a contract for any Managed Data Product or third party contract which is necessary for Service Provider to provide the applicable Hosted Unified Communications Product.

5.2 Customer is responsible for ensuring its network conforms to such standards as Service Provider may notify Customer from time to time. Where Customer's network does not meet such standards, Service Provider will not be liable for any degradation or delay in the operation of any Hosted Unified Communications Product.

6 CALL RECORDING

6.1 In order to provide any Call Recording Product, each call to be recorded must be routed over the Service Provider Network.

6.2 The Parties agree that Recordings and any data contained within the Recordings are the responsibility and property of Customer.

6.3 Customer will notify Service Provider of all CLIs that it requires to be recorded by the Call Recording Product and Customer is solely responsible for notifying Service Provider of any changes, deletions or amendments to any such CLIs.

6.4 Unless otherwise agreed between the Parties, Service Provider will commence recording of calls automatically on call answer and will terminate recording on call release.

6.5 Service Provider reserve the right to refuse access to any Recordings subject to being provided with such evidence as it may require that the relevant requestee has authority to access such Recordings.

6.6 Customer should ensure that all Recordings they wish to retain have been downloaded as Service Provider will delete all Recordings relating to such Call Recording Product immediately following termination of any Call Recording Product and will have no liability to Customer in regard of such deletion.

6.7 Service Provider reserves the right to access and retain the Recordings or copies of them for the purposes of:

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- (a) observing the performance of any Call Recording Product;
- (b) retaining a record of activity on Service Provider's Network; or
- (c) performing maintenance or resolving any Incidents.

7 ALLOCATION AND USE OF EACH CLI

- 7.1 Nothing in these Product Terms gives Customer ownership of any CLI, dialling code provided by Service Provider as part of any Hosted Unified Communications Product.
- 7.2 Customer may transfer CLIs to Service Provider and may also transfer CLIs from Service Provider to other Third Party Operators with whom Service Provider has a relevant porting agreement.

8 UNUSED PRODUCTS

- 8.1 Without prejudice to any other right or remedy available to Service Provider if any number allocated to Customer:
 - (a) remains inactive for six consecutive calendar months; or
 - (b) calls to such number amount to five minutes or less in any calendar month or an average of five minutes or less in any three consecutive calendar months,

Service Provider may, on notice, either:

- (i) remove any such number from Customer; or
- (ii) charge for the retention of such number by Customer at the appropriate rate as set out in the Price List;

unless the number has been notified in advance to Service Provider as being part of a specific disaster recovery plan.

9 PRODUCT RESTRICTIONS

- 9.1 Customer must notify Service Provider five Business Days before any significant increase in traffic across the Service Provider Network will arise as a result of the use of Hosted Unified Communications Products by Customer (for example ticket sales, marketing promotions, etc). For the purposes of this Clause a significant increase will mean more than 5,000 calls in a 15 minute period to one phone number (or the aggregate of non-geographic numbers if they point to one number).

10 EMERGENCY CALLS DATABASE

- 10.1 Customer must be aware that it must maintain up to date information in relation to any installation address or other relevant details which will have an impact on ensuring that correct information is passed to any emergency organisation in accordance with condition A3.5 and A3.6 of OFCOM's general conditions of entitlement (as updated from time to time). Without restricting Customer's obligations in this Clause 10, Customer will:
 - (a) ensure that it provides a full postal address for each CLI is PAF validated;
 - (b) respond within one Business Day to any request from Service Provider to correct a discrepancy in any installation address as reported by the emergency services;

11 PROMPTLY COOPERATE WITH ANY AUDITS CONDUCTED BY SERVICE PROVIDER TO ENSURE SUCH COMPLIANCE CHARGES

- 11.1 The Charges relating to each Hosted Unified Communications Product are set out in the relevant Product Order and as further set out in the Telephony Products Price List. Where a Customer uses a Hosted Unified Communications Product for which there is a variable rate (for example international calls) then it will be charged in accordance with Service Provider's standard prevailing rates for such Product unless expressly agreed otherwise.
- 11.2 Unless otherwise stated in the relevant Product Order, the Charges for Hosted Unified Communications Products will be invoiced in the following manner:
 - (a) Recurring Charges:
 - (i) will be billed monthly in advance; and
 - (ii) for a part month billing due to new installation, addition or cancellation will be billed (or credited) pro rata in arrears; and
 - (b) all other Charges will be are invoiced monthly in arrears.
- 11.3 Where Customer terminates a Hosted Unified Communications Product before the end of its Contract Term then it will be liable to pay the value of all Recurring Charges that would have been payable from the effective date of termination up to the end of the Contract Term.

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12 CHARGES POLICY

12.1 Call Charges will be charged at three rates according to the time the call was initiated and the destination as follows:

Rate	Time Period
Peak	08:00.00 – 17:59.59 Monday – Friday GMT/BST
Weekend	00:00.00 Saturday – 23:59.59 Sunday GMT/BST
Off Peak	All times which are neither Peak nor Weekend.

12.2 Bank Holidays are treated as a normal day.

12.3 Where a call overlaps between periods, the whole call will be charged at the rate that applied when the call was initiated.

12.4 Calls are measured and billed in per second units or call units based on the applicable tariff and individual call charges are calculated to 0.001 pence. Charges are presented on Customer's invoice to two decimal places and are rounded up to the nearest whole penny before VAT is applied.

13 TERMINATION ON NOTICE AND CANCELLATION CHARGES

13.1 In relation to the MiVoice Business Products, the Contract Term will automatically renew for a period of 12 months at the end of each Contract Term unless, at least 90 days before the end of the current Contract Term, Customer gives Service Provider notice to terminate, such termination to be effective immediately at the expiry of the current Contract Term.

13.2 Where Clause 13.1 doesn't apply, a Party may terminate a Contract or any Connection forming part of a Contract by giving 30 days notice to the other Party, however the Parties acknowledge that Hosted Unified Communications Product may take up to 10 days to terminate and Customer will be liable for any Usage or Recurring Charges applicable for such period.

13.3 Cancellation Charges for Hosted Unified Communications Products are equal to the value of all Recurring Charges that would have been payable by Customer from the date of termination to the end of the applicable Contract Term in respect of the Connections which are terminated, together with any applicable Cancellation Charges listed in the Price List or Product Order for the particular Hosted Unified Communications Product.

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SUPPORT ANNEX

Support Hours and Maintenance notification	
Incident reporting	24 x 7 x 365
Incident Resolution	Priority 1 Incidents - 24 x 7 x 365 Priority 2 and 3 Incidents – Resolved during office hours (08:30 - 17:15)
General Customer Services	Office Hours
Maintenance notification	Minimum of 10 Business Days

Resolution Targets (Clock Hours)	
Priority Level	Resolution Target
Priority 1	8
Priority 2	16
Priority 3	16

Credits – available for Priority 1 Incidents only	
Clock Hours Exceeding Resolution Target (per Incident)	Credit (% of the applicable Monthly Recurring Charges)
> 0 and ≤ 12	1%
> 12 and ≤ 24	2%
> 24 and ≤ 72	15%
> 72 and ≤ 120	50%
> 120	100%

Thresholds	
Maximum Credits per Connection per month	100%
Material Failure for a Connection	Maximum Credits received twice in any six month period

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GLOSSARY

Call Recording Product	Any call recording Hosted Unified Communications Product offered by Service Provider to a Customer pursuant to these Product Terms.
CLI	The Calling Line Identity of a calling party.
Managed Data Connection	Any Connection to a Managed Data Product provided pursuant to Service Provider' Managed Data Product Terms.
Office Hours	08:30 – 17:15 on any Business Day.
Public Cloud	A cloud hosting service offered to multiple customers by a cloud provider such as Google or AWS.
Recording	Any call recording resulting from Call Recording Product.