

Vodafone Business UC Service and RingCX

by Ring Central





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1. The Service – Overview

- 1.1 The Vodafone Business UC service (the “**Vodafone Business UC Service**”) is an enterprise-grade, cloud-based communications solution for voice, video meetings, messaging and team collaboration.
- 1.2 The term “**Service**” or “**Services**” in these Service Specific Terms means the Vodafone Business UC Service.

2. Service Term Structure

- 2.1 These Service Terms form part of the Call-Off Contract entered into under the G Cloud 15 Framework.
- 2.2 The Call-Off Contract comprises the Call-Off Order Form, the Supplier’s Service Terms, Service Definition and Pricing Document, and the applicable Call-Off Terms and Conditions.
- 2.3 These Service Terms describe how the Service operates and apply in conjunction with the Call-Off Contract.
- 2.4 In the event of any conflict or inconsistency between these Service Terms and the Call-Off Contract, the Call-Off Contract shall prevail.

3. General Conditions on the Buyer

The Service is available to Buyers that meet and agree the following criteria:

3.1 Additional Service Recipient:

- 3.1.1. If Buyer wishes to add an Additional Service Recipient, then Buyer shall:

- (a) provide the full corporate details of the Additional Service Recipient;
- (b) seek approval in writing from Supplier;
- (c) inform the Additional Service Recipient of the contractual arrangements; and
- (d) agree to pay such additional Charges as Supplier may reasonably request in relation to the approval of such requests.

3.2 Authorised Users: Access by Buyer to the Services and Equipment is limited to authorised Users. Buyer is responsible for ensuring Users’ compliance with this Agreement.

- 3.2.1. If Supplier provides each authorised User with User Details, Buyer is responsible for:

- (a) the security of User Details; and
- (b) providing Supplier with the identity of the authorised Users and keeping that information current.

- 3.2.2. Supplier accepts no liability for any unauthorised or improper use or disclosure of any User Details. Buyer is liable for all acts and omissions relating to the User Details up until the time that it informs Supplier that they are being used without authority or may be compromised.

3.3 AUP: Buyer shall comply with the AUP in using the Services.

3.4 Third Parties: Buyer shall ensure that the Users and all Additional Service Recipients (if any) comply with this Agreement in relation to their use of the Services and Equipment and shall be liable to Supplier for the acts and omissions of the Users and all Additional Service Recipients (if any) in relation to this Agreement. Save as expressly permitted under this Agreement, Buyer shall not resell, distribute, provide or sub-licence the Services or Equipment (except Buyer Equipment) to any third party.

3.5 Terms of Use: The Buyer shall not:

- (a) make unauthorised modifications to the Services;
- (b) use the Services as a means to establish permanent servers, relay connections or interconnection services or any similar commercial activities;
- (c) do anything that causes the Network to be impaired;
- (d) use automated means to make calls and/or texts or to send data (including via a GSM Gateway), unless expressly authorised in this Agreement;
- (e) use the Services in a way that:
 - (i) may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene or in violation of any person’s rights; or
 - (ii) is illegal, fraudulent or contrary to good faith or commercial practice to Supplier’s detriment; or
- (f) use the Supplier’s SMS service to send mass notification messages, or mass marketing messages, whether or not the messages are unsolicited unless expressly authorised in this Agreement.

3.6 Service Monitoring: Buyer gives express consent for Supplier to monitor Buyer’s use of the Service (and disclosing and otherwise using the information obtained) to the extent allowed by Applicable Law to:

- (a) comply with Applicable Law;
- (b) protect the Network from misuse;
- (c) protect the integrity of the public internet and/or Supplier's systems and Networks;
- (d) determine if Buyer has breached any conditions or restrictions on use of the Service;
- (e) provide the Service; and/or
- (f) take any other actions agreed or requested by Buyer.

3.7 Compatibility: Buyer shall ensure its systems, equipment and processes satisfy any Technical Prerequisites and if required to be used in conjunction with the Equipment and/or the Services, are in good working order (if applicable) and are compatible for use with the Equipment and/or the Services. Supplier shall use reasonable endeavours to advise Buyer of relevant requirements on request, but in no event shall Supplier be responsible for any performance or non-performance issues with the Equipment and/or the Services, or liable to support the Equipment and/or the Services, if Buyer's systems, equipment, or processes fail to satisfy the Technical Prerequisites or are otherwise incompatible with the Equipment and/or the Services. Supplier may suspend the provision of any Service for which Technical Prerequisites have not been procured within the specified period and charge Buyer any applicable Recovery Charge.

3.8 Security and Misuse: Buyer shall take reasonable steps in line with commercial good practice with entities it controls to limit misuse of or threat to the Service or Network; and address any misuse or threat identified by Supplier through the implementation of appropriate security or user controls. Buyer shall not run any security tests, vulnerability scans or penetration tests on Supplier Equipment or Services without Supplier's prior written approval.

3.9 Unauthorised Equipment or Repairs: Buyer acknowledges that:

- (a) Equipment or Buyer Equipment not authorised for use on the Network; or
- (b) any unauthorised attempt to repair or tamper with the Equipment, may result in an impaired User experience and/or invalidate the manufacturer's warranty.

3.10 End of Life

3.10.1. Notification: Where Equipment is End of Life, Supplier may, on provision of reasonable notice:

- (a) retire the Equipment; and/or
- (b) provide the Buyer with an option of replacement Equipment which provides equivalent or improved functionality to the extent that alternatives are available.

3.10.2. Replacement: Where End of Life Equipment is replaced in accordance with clause 3.10.1 (Notification), the costs of such replacement shall be charged to Buyer a One-Off Charge and invoiced accordingly.

3.10.3. Continued Use: Where, following receipt of an End of Life notification in accordance with this clause, Buyer continues to use End of Life Equipment, or does not use its best endeavours to allow Supplier to replace the End Of Life Equipment, Supplier:

- (a) shall have no maintenance obligations for the End of Life Equipment;
- (b) shall not be liable for Buyer's use of the End of Life Equipment;
- (c) shall not be liable for any service levels relating to the Equipment; and
- (d) reserves the right to suspend all or part of the affected service.

3.11 Buyer Equipment: Where Buyer provides Buyer Equipment for use with a Service, Buyer shall (and Buyer acknowledges that failure to do so will excuse Supplier from liability for failure to deliver the Service):

- (a) install and configure the Buyer Equipment at Buyer Sites by the date necessary to allow Supplier to perform its obligations;
- (b) maintain the Buyer Equipment to Supplier's satisfaction, including prompt installation of security patches and updates;
- (c) immediately replace any Buyer Equipment which is declared by its manufacturer as end-of-life (or otherwise stops marketing, selling or supporting it) and notify Supplier of any such replacement;
- (d) promptly after the Service terminates, give Supplier access to and reasonable help with disconnecting Buyer Equipment from the Service; and
- (e) warrant and undertake that Buyer has full authority to permit Supplier to perform the Service using the Buyer Equipment.

3.12 Exclusions:

3.12.1. Supplier does not guarantee that the Services will be continuously available and/or fault-free and Buyer acknowledges that faults may occur from time to time. This acknowledgement is without prejudice to any specific service levels agreed between the Parties in this Agreement.

- 3.12.2. Buyer is responsible for satisfying itself that the Services and any Equipment are suitable for its intended purpose and requirements (including but not limited to any resiliency and/or business continuity requirements). Supplier does not warrant or represent that the Services and Equipment are or will be fit for Buyer's intended purpose and requirements. Supplier recommends that Buyer obtains business continuity (or other) insurance that is appropriate for the nature of its business.
- 3.12.3. Supplier is not responsible for any content, goods or services which are accessed, downloaded or transmitted by Buyer through use of the Services. Supplier accepts no responsibility for any such content, goods or services. Buyer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.
- 3.12.4. Buyer acknowledges that the Service is not intended for use by Consumers in the European Union. Without prejudice to the foregoing, the Buyer shall immediately notify Supplier if it becomes aware that anyone other than Supplier has made available, or intends to make available, the Service to a Consumer in the European Union.
- 3.13 Termination:** Where Buyer terminates the Call-Off Contract during the Call-Off Contract Period, the Buyer agrees to pay Supplier's reasonable, committed and unavoidable losses resulting from the termination of the Call-Off Contract.
- 3.14 Network Sunset**
- 3.14.1. Buyer hereby acknowledges and accepts that:
- (a) certain Network technologies used to provide the Service on Supplier Equipment or Buyer Equipment may retire prior to the expiry of the contract; and/or
 - (b) current Networks may be replaced by further advanced Network technologies during the term of the Call-Off Contract.
- 3.14.2. As a result, Buyer agrees that maintaining compatibility of its devices with the available Networks from time to time shall be its responsibility.
- 3.15 Planned Service Changes by Third-Party Providers:** Supplier has been informed that BT Openreach (the "Third-Party Provider") for legacy PSTN is withdrawing the service, with full switch off expected to be complete by 31 January 2027. Supplier is entitled to move the Buyer from legacy PSTN to Ethernet Access Method as and when required. Buyer will be advised of an alternative Service Element and the associated Charges, as set out in these Service Terms below. Buyer will have the option to either order an alternative Service Element or to cancel the affected Service Element only in accordance with the terms of these Service Terms and Call-Off Contract.
- 3.16 Interpretation:** In this Agreement, unless the context otherwise requires, words in the singular include the plural and vice versa.
- 3.17 Format:** If Buyer requires this Agreement (or any bills, communications or a document referred to in this Agreement) in a different format, call 03333 043 222 or email disability.access@vodafone.co.uk for a large print, braille version, dyslexia-friendly or audio CD version. These contact details are for accessibility help only.

4. Fixed Services Conditions on the Buyer

- 4.1 Service Commencement Date:** Buyer shall notify Supplier within 5 Working Days of the Service Commencement Date if, in the Buyer's reasonable opinion, the Services do not conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of Buyer's notification, Supplier shall take reasonable action to meet the standard testing criteria.
- 4.2 Supplier-Owned Equipment:** The following will apply where Supplier provides Fixed Equipment for Buyer's use with a Service:
- 4.2.1. **Title:** Title to the Fixed Equipment at all times belongs to Supplier, its suppliers or subcontractors (subject only to any rights which may be granted to Buyer in respect of Supplier Software, as set out in these Service Terms).
- 4.2.2. **Buyer Obligations:**
- 4.2.3.1 Buyer agrees to:
- (a) provide secure storage for Fixed Equipment that is sent to Buyer Sites prior to installation;
 - (b) use the Fixed Equipment only for the purpose of using the Services, in accordance with Supplier's instructions and Applicable Law;
 - (c) allow only Supplier's authorised representatives to add to, move, modify, inspect, test or alter the Fixed Equipment (either on Buyer Site or remotely);
 - (d) adequately insure for, and notify Supplier immediately of loss, breach or suspected breach or damage to the Fixed Equipment;
 - (e) only connect the Fixed Equipment to the Network using a network termination point that has been approved in advance by Supplier;
 - (f) provide Supplier with:
 - (i) adequate power supply, connection, and space for the operation of the Fixed Equipment at Buyer Sites; and
 - (ii) in the case of BPE patch cords and cabling; and
 - (iii) 10 Supplier Working Days' notice of any known disruptive event (such as power disconnection).

4.2.3.2 Additionally, specifically in relation to BPE, Buyer shall:

- (g) appoint a local security representative to ensure the physical security of the BPE who will grant access by approved authorised personnel only and conduct routine physical checks, including ensuring tamper evident labels remain intact; and
- (h) ensure that the physical environment in which the BPE is housed is appropriate for the protective marking of the data being transmitted through such Fixed Equipment. In particular:
- (i) BPE must be located in a communications room or other isolated area that is suitable to limit the occurrence of accidental or malicious damage to the BPE; and
- (ii) if the BPE is located in a shared environment, then it must be kept in a dedicated locked cabinet or rack. If that is not possible, robust access control mechanisms must be implemented by Buyer, with access only available with prior approval from Buyer's local security representative.

4.3 Buyer Equipment: Where Buyer provides Buyer Equipment for use with a Service, Buyer shall (and Buyer acknowledges that failure to do so will excuse Supplier from liability for failure to deliver the Service):

- (a) install and configure the Buyer Equipment at Buyer Sites by the date necessary to allow Supplier to perform its obligations;
- (b) maintain the Buyer Equipment to Supplier's satisfaction, including prompt installation of security patches and updates;
- (c) immediately replace any Buyer Equipment which is declared by its manufacturer as end-of-life (or otherwise stops marketing, selling or supporting it) and notify Supplier of any such replacement;
- (d) promptly after the Service terminates, give Supplier access to and reasonable help with disconnecting Buyer Equipment from the Service; and
- (e) warrant and undertake that Buyer has full authority to permit Supplier to perform the Service using the Buyer Equipment.

4.4 Buyer Sites: For the purposes of preparing for and delivery of the Services, Buyer shall:

- (a) carry out, or permit Supplier or its subcontractors to conduct, a Site Survey;
- (b) prepare the Buyer Site for the Services in accordance with Supplier's instructions;
- (c) allow and/or have in place (or assist Supplier to do so at Buyer's cost) all third-party consents necessary to allow Supplier or its subcontractors and agents (and obtain consents from third parties to allow) to:
- (i) access the Buyer Sites, and any Buyer Equipment, Fixed Equipment or Equipment, and third-party property located there, as Supplier reasonably requires to perform its obligations under this Agreement (including for the purposes of installing and uninstalling Equipment (whether in the Buyer Sites or outside) and providing and preparing for the provision of, the Services) and including access outside Working Hours; and
- (ii) ensure that Buyer Sites are safe and have a suitable working environment.

4.5 Emergency Services:

4.5.1. **General:** In the event of a power cut or failure affecting Buyer's fixed line and/or broadband Service, and/or a failure of the internet connection on which the Service relies, Buyer may not be able to make calls including calls to emergency services. This may also affect any calls using the internet including calls to emergency services.

4.5.2. **Buyer Obligations:** Buyer shall:

- (a) provide Supplier with complete and accurate Buyer Site address information; and
- (b) give Supplier at least 30 days' written notice of any change to the location of any Fixed Equipment and to any change to the relevant Buyer Site address information.

4.5.2.1 Buyer acknowledges that any failure to provide the information required in 4.5.2 may render emergency services unable to identify User's location.

4.6 Calls Using the Internet: Where a Service places calls using the internet, Buyer shall:

- 4.6.1. Make Users accessing the Service via a soft client aware that Supplier may be unable to automatically determine their location if they make an emergency services call using the Services.
- 4.6.2. Ensure that such Users provide their location details in the event that they make an emergency services call using the Services. In the event of a power failure, the emergency call placed will be routed over the Network and not through the Service.
- 4.6.3. Provide a registered address where a Buyer or User will make calls over the internet including if there are multiple addresses where such calls will be made and keep information on all such locations up to date.

4.7 Survey: These Service Terms and each Service Element are subject to survey. In the event a Site Survey output results in an increased price from the Call-Off Contract, the Buyer has the right to cancel the affected Service Element only in accordance with the terms of this Service Offer and the Call-Off Contract.

4.8 Third-Party Costs: Unless otherwise agreed and stated in the Buyer's Call-Off Contract, the Buyer will be liable for any additional costs charged to Supplier by third parties in connection with the provision of the Services. Such Charges (often referred to as Excess Construction Charges) are detailed in the Professional Services section of these Service Terms. These Charges will be notified to the Buyer before any construction works take place. In the event this results in an increased price from the Call-Off Contract, the Buyer has the right to cancel the affected Service Element only in accordance with the terms of these Service Terms and Call-Off Contract.

5. Tiered Support Services conditions on Buyer

5.1 Buyer shall:

- (a) nominate, and notify Supplier of, one or more points of contact with contractually binding authority to be the primary management interface between Buyer and Supplier and enable Supplier's delivery of Tiered Support Services;
- (b) provide Supplier with an email address for day-to-day correspondence and notify of any changes; and
- (c) maintain a Buyer's Service Desk as the initial point of contact between Supplier and the Buyer for any suspected or reported Incidents.

5.2 Buyer shall ensure it:

- (a) provides Supplier with a key site list of all Buyer Sites that should be prioritised in the event of a BMI ("Key Sites") by the Service Commencement Date;
Only 10% of the total Buyer Sites can be identified as Key Sites, e.g., if the Buyer has 17 sites, 2 can be Key Sites.
- (b) Notifies Supplier of any updates or amendments to the Key Site list during the Contract Period by email to the appointed service manager at Supplier; and
- (c) Carries out an initial analysis of any Incident reported to its Buyer's Service Desk, to establish whether the Incident should be referred to Supplier.

6. The Service

6.1 The Service is a cloud-based communications solution for voice, video meetings, messaging and team collaboration and Buyer must select one of the following service types (each a "Service Type" and together the "Service Types"):

- (a) **Full UC - Entry:** Persistent team messaging, collaboration and core telephony features;
- (b) **Full UC - Standard:** Full UC – Entry plus third party application integrations, video meetings, and additional telephony features;
- (c) **Full UC – Premium:** Full UC – Standard plus CRM integration, automatic call recording and analytics;
- (d) **Voice-only – Standard:** Core telephony features, third party application integration and single sign-on;
- (e) **Voice-only – Premium:** Voice-only – Standard plus CRM integration, automatic call recording and analytics; or
- (f) **Voice Only – Business Line:** Same as "Voice-only -Standard" capability and is suitable for single line replacement.

6.1.2. Service Elements: In addition to the Service Type selected by Buyer, the Service shall comprise:

- (a) Core Service Elements; and
- (b) additional Optional Service Elements (where selected).

6.2 Both Core Service Elements and Optional Service Elements shall be set out in the Call-Off Order Form.

6.3 Core Service Elements: The Service shall always include the following Core Service Elements:

- (a) **RingCentral Office:** multi-tenanted cloud MVP (Message, Video, Phone) solution for calling, collaboration, messaging, Fax, video meetings and analytics. Buyer acknowledges that any SMS capabilities externally advertised as a part of RingCentral Office are not available outside North America and so are not part of the Service.
- (b) **RingCentral Platform:** The platform on which the RingCentral Office solution is built and which delivers reliable, open, scalable and secure communication from the cloud.
- (c) **Vodafone SIP Service:** Provides PSTN ingress/egress in a geographically diverse and fault tolerant model, via direct connections to the RingCentral Platform. All Service Types and Limited Extensions must include a Tariff.
- (d) **Native Direct Routing:** enables Users to make and receive calls directly from a Microsoft Teams client. In order to use this Service Element, Buyer must have the appropriate Microsoft Teams licence.

6.4 Optional Service Elements: In addition to the Core Service Elements, the Buyer may also purchase any of the following Optional Service Elements:

- (a) **Limited Extension:** an extension with limited feature set designed for common area phones (e.g. those in a meeting room or lobby);

- (b) **Live Reports:** provides access to reports on inbound and outbound calls close to real-time;
- (c) **CPE:** a selection of devices & accessories such as phones & analogue adaptors;
- (d) **Training Modules:** a set of pre-packaged training bundles, including End-User, Buyer Service Desk and Administrator training options;
- (e) **Professional Services:** project management, technical, and Training Services which can be supplied against an agreed Statement of Works with Vodafone;
- (f) **Hot Desking licence:** a device licence which enables end-users to log in to a device and load their individual configuration. Hot Desking is only available where Buyer has selected either the Full UC – Premium or Voice-only – Premium Service Types; and
- (g) RingCX™ from Vodafone Business: an optional contact centre as a service solution add-on to the Vodafone Business UC Service described in more detail in clause 10.

7. CPE and Equipment

- 7.1** The Call Off Order will identify which CPE, if any, will be purchased by Buyer from Vodafone. Associated Charges shall be set out in the Call Off Order.
- 7.2 Location:** CPE is available for delivery only to the country where the ordering entity is located. If Vodafone is unable to provide the required Service or CPE because a Third Party Provider is unable to provide that Service or CPE to Vodafone (e.g. if an OEM discontinues sale or support for CPE, or if delivery cannot be made to the specified address), Vodafone is excused from delivery of the affected Service or CPE.
- 7.3 Delivery:** If Buyer fails to take delivery of the CPE, Vodafone will make two further attempts to deliver it before cancelling the Order. Buyer is responsible for Vodafone's failed delivery charges.
- 7.4 Staging:** If Buyer purchases CPE from Vodafone, as part of the staging process to configure the CPE, CPE unique identifiers will be pre-loaded into Buyer's ServiceWeb Portal, ready for Buyer to assign to a User.
- 7.4.1. Buyer:**
- (a) agrees Vodafone or Vodafone's Third Party Providers (acting as Buyer's agent) may accept on Buyer's behalf all relevant Third Party Provider terms as are appropriate ("OEM Terms"); and
 - (b) warrants that Buyer intends to be bound by and will comply with the OEM Terms.
- 7.5 Warranty:** All CPE purchased from Supplier has a 12-month warranty from Delivery.
- 7.6 Replacement CPE:**
- (a) If CPE is broken or faulty and needs to be replaced and is still covered by the 12-month warranty, Buyer shall ship the CPE to Vodafone in accordance with clause 7.7 below, and a new CPE will be delivered to Buyer at no cost; and
 - (b) If CPE needs to be replaced and is no longer covered by the 12-month warranty, Buyer will be required to Order new CPE.
- 7.7 Incorrect provisioning:** Where the CPE has been provisioned incorrectly, is dead on arrival or has been damaged in transit, the Buyer must raise this as an Incident. Supplier will then either re-provision the CPE or provide a replacement.
- 7.8 Return CPE:** When returning broken or faulty CPE, Buyer must remove the CPE from ServiceWeb and return the CPE along with the power supplies as per Vodafone's instructions. Buyer must remove any passcodes protecting entry to the CPE if enabled. Failure to not return the original CPE within 90 calendar days will incur an additional charge.
- 7.9** Any Replacement CPE will be shipped to the same delivery address as the original CPE.
- 7.10** Where Buyer chooses not to purchase CPE from Vodafone, the Buyer's CPE must meet Vodafone's and Third Party Provider's specifications to use the Service and must also be compatible with the Service. Buyer may check the compatibility of CPE at <https://support.ringcentral.com/article/List-of-tested-deskphones-with-RingCentral.html> and <https://support.ringcentral.com/article/Room-Connector-Supported-Devices.html>. Any such equipment shall remain the responsibility of the Buyer and no support or guidance shall be provided by Supplier to Buyer if the equipment malfunctions.
- 7.11** Software will be deemed delivered to Buyer when all necessary access codes have been provided and the Software is downloaded.
- 7.12 WEEE Directive:**
- 7.12.1. Buyer shall comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("WEEE Directive") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Agreement that has become waste electrical and electronic equipment ("WEEE").
 - 7.12.2. For the purposes of Article 13 of the WEEE Directive this clause 7.12 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
 - 7.12.3. Buyer shall comply with any information recording or reporting obligations imposed by the WEEE Directive.

8. Service Specific Conditions of Use

- 8.1 Vodafone Business Marketplace:** As part of the onboarding process of the Service Buyer shall be provided with access to the Vodafone Business Marketplace. Vodafone Business Marketplace is used as part of the delivery process for the Service. It cannot be used to manage Vodafone Business UC. However, Buyer can use Vodafone Business Marketplace to purchase incremental services. The Vodafone Business Marketplace Service Terms apply to the extent of the Buyer's use of the Vodafone Business Marketplace website. In the event of any conflict between the Vodafone Business Marketplace Service Terms and the Vodafone Business UC Service Terms, then the Vodafone Business UC Service Terms shall take precedence. The Buyer accepts that certain features and functionality detailed in the Vodafone Business Marketplace Service Terms may be limited or not apply to the Service, including but not limited to the applicability of Charges and Subscription periods.
- 8.2** Buyer must provision and maintain the minimum operating systems, browsers and hardware requirements set out at <https://support.ringcentral.com/article/System-Requirements-and-Recommendations-Resources.html> and, for Native Direct Routing, the licence requirements set out at: [Setting up Direct Routing in Vodafone Business UC and Microsoft Teams](#) ("Buyer Prerequisites") to receive the Service. Vodafone is not responsible for any performance or non-performance issues with the Service caused by Buyer failing to comply with the Buyer Prerequisites. If Buyer fails to provision or maintain the Buyer Prerequisites, Vodafone may terminate the Service and apply a Recovery Charge.
- 8.3** The LAN at each Buyer Site links all the User devices, clients and any Buyer Equipment with the RingCentral Platform, via the Internet. The connectivity requirements for using the Service are available at <https://support.ringcentral.com/article/9233.html>. Buyer is responsible for any connectivity related issues.
- 8.4 Buyer Sites - Buyer Obligations:**
- 8.4.1.** For the purposes of preparing for and delivering the Service, in addition to the obligations set out in the Fixed Service Terms, Buyer shall:
- (a) provide secure storage for any Equipment sent to Buyer Sites; and
 - (b) when possible, give the designated Project Manager 12 Working Days' notice of any event (such as power
 - (c) disconnection) that will disrupt the Service or affect the Equipment.
- 8.4.2.** If Buyer cancels a Buyer Site visit within 12 Working Days of the scheduled visit and re-schedules the visit, a Late Site Visit Change Charge will be payable by Buyer
- 8.5 Security Obligations:** Buyer shall employ appropriate security policies and processes to prevent unwanted or unauthorised activity on its own network and the Network and Buyer shall notify Vodafone of any Buyer security issues that are likely to materially adversely impact the Network.
- 8.6** Buyer is responsible for the management of configurations on the RingCentral Platform once deployed, via the Buyer's ServiceWeb Portal.
- 8.7 Call Recording and Call Logging:** Buyer is solely responsible for compliance with all Applicable Laws in relation to the recording of communications. Buyer warrants it will inform individuals and procure their consent to the recording of communication and/or logging of User activity as required by Applicable Law.
- 8.8 Fraud:** Vodafone shall have no liability to Buyer in respect of any fraud by Buyer or any third party, howsoever occurring (save for fraud by Vodafone or any of Vodafone's subcontractors).
- 8.9 PCI Compliance:** Where applicable, it is Buyer's responsibility to ensure that Buyer and its use of the Service is compliant with the latest version of the Payment Card Industry data security standard and complies with all Applicable Laws.
- 8.10 Third Party Providers:**
- (a) **Service Elements:** Certain Service Elements will be provided by a Third Party Provider. Either:
 - (i) Supplier will use a Third Party Provider or Vodafone Group company that has the necessary authority to provide a Service Element where required by Applicable Law. Vodafone may novate any Buyer Agreements as required to comply with Applicable Law; or
 - (ii) Buyer will be required to purchase Third Party Provider application integration licences separately to the Service, from Third Party Provider(s).
 - (b) **Third Party Provider applications:**
 - (i) Supplier does not control any applicable licensing terms (including additional fees) required for use of a Third Party Provider application. The use of any Third Party Provider application is subject to the terms and conditions of the applicable Third Party Provider(s);
 - (ii) Supplier is not responsible for any issues encountered with the deployment or support of the Third Party Provider application integrations;

- (iii) Supplier may modify, remove, or cease supporting a Third Party Provider application at any time. Supplier accepts no liability if Buyer continues to use an unsupported Third Party Provider application.
- (c) **Third Party Provider Licence Model:** Supplier will procure and manage licences from the Third Party Provider as necessary to activate the Service.
- (d) **Mandatory Third Party Provider Terms:** With respect to Third Party Provider Software, Buyer shall not:
 - (i) resell it;
 - (ii) assign or transfer it;
 - (iii) use it on a standalone basis; or
 - (iv) use it for any purpose other than for its internal business purpose or to access the Service.
- (e) If a Third Party Provider terminates Buyer's right to use a Service Element, Supplier will have no liability for failure to deliver the relevant Service Element.

8.11 Authorised Users: Access to the Service is limited to authorised Users. Buyer is liable for all acts and omissions conducted using the Service, including Charges arising from unauthorised/fraudulent use.

8.12 Third Party Provider User Licence Terms: Buyer must, and must ensure that Users, keep confidential and not share with any third party their User Details used to access the Service. Buyer shall comply with the terms set out in the Third Party Provider End User Licence Agreement, which can be found here: [Contact Center End User Licence Agreement | RingCentral UK](#). The Buyer confirms it has read and accepts these terms by signing this Agreement.

8.13 Telephone Numbers:

- (a) Subject to the provisions of any Applicable Law, regulation or licence condition, the Buyer shall not sell or transfer, or attempt to sell or transfer, any telephone number to a third party. The Buyer shall have no trade name right in any telephone number that Supplier allocates to it nor any trade name right that may develop in any telephone number allocated to it.
- (b) Supplier shall (where applicable) provide a facility for transferring or porting telephone numbers in accordance with Applicable Law and standard industry practice. Where fixed line telephone numbers are to be transferred to Supplier, then the Buyer will need to complete and send the porting authority letters to Supplier.

8.14 Fraud Monitoring: Buyer accepts that the SIP core Service Element is not guaranteed and is not a complete protection from fraudulent activity or usage. Buyer must ensure that it takes all reasonably steps to prevent fraudulent activity or usage on Buyer's Service.

8.15 Presentation Numbers:

- (a) Buyer shall comply with the Ofcom CLI Guidelines in relation to the use of geographic presentation numbers on outgoing calls which shall include but not be limited to ensuring that the Type 3/Type 4 Presentation CLI displayed by Buyer shall meet the following requirements:
 - (i) It shall be a dialable number;
 - (ii) it shall be allocated to Buyer. Where Buyer wishes for it to be allocated to a third party, Buyer must obtain the prior written permission of such third party and Supplier;
 - (iii) it must not be a number that connects to a premium rate service or to a revenue sharing number that generates an excessive or unexpected call charge;
 - (iv) Buyer acknowledges that, on calls to emergency services the CLI that is used to locate the caller will present the address provided by Buyer. Accordingly, where calls are broken out to the PSTN in a location remote from the provided address, Buyer acknowledges that the emergency services may not automatically be able to identify the location from where the call was made; and
 - (v) Buyer agrees to indemnify, keep indemnified and hold harmless Supplier from and against any actions, fines, losses (including without limitation any loss or damage to Supplier's goodwill and/or reputation), liabilities, claims, demands, costs, expenses, whether or not the aforementioned was foreseeable, that arise from Buyer's non-compliance with this clause 8.15 (Presentation Numbers).

8.16 Call recording and call logging: Buyer is solely responsible for compliance with all Applicable Laws in relation to the recording of communications. Buyer warrants it will inform individuals and procure their consent to the recording of communication and/or logging of User activity as required by Applicable Law.

8.17 Emergency Calls

8.17.1. The Buyer acknowledges that the Service, the quality, performance and available features of the Service and any Equipment or CPE, including the ability to place calls to Emergency Numbers may be affected by different factors including:

- (a) the quality and speed of the internet connection;

- (b) other usage on the internet connection;
- (c) power failure; and
- (d) the Buyer's compliance with clause 8.18.

8.17.2. Buyer acknowledges that Users shall only be able to place emergency calls to the emergency authorities in the Country in which the User is registered and has been allocated a telephone number. The Service does not support cross-border emergency calls.

8.17.3. Buyer agrees to ensure all Users and potential Users acknowledge and agree to the limitations of calling the emergency services using the Service (e.g. in the event of a power cut) and are advised of alternatives.

8.18 Voice Traffic and Number Management

8.18.1. Buyer acknowledges that it is responsible for the management of numbers it shall use with the Service. When allocating numbers and configuring the CLI for Users / endpoints of the Service, the Buyer and its Users shall adhere to the following:

- (a) The ability to configure CLI on the Service shall be restricted to a limited number of administrative Users of the Service who commit to complying with the following rules. Individual Users should not be given the capability to configure their own CLI; and
- (b) Buyer must only assign Numbers to a User/endpoint located within the applicable country of allocation and, where required by Applicable Law, the particular geographic area.

8.18.2. Buyer shall not configure an extension number for any User / endpoint:

- (a) where the initial digits would match an emergency number (for example, there may be no 99x and 11x extension); or
- (b) that starts with 0.

8.18.3. CLI Presentation Number (FROM Field): The CLI Presentation number shall always be a number allocated to the Buyer through the Public Voice Service; a dialable number; and it must not be a number that connects to a premium rate service or to a revenue sharing number that generates an excessive or unexpected call charge. To the extent the Buyer wishes to use a Buyer provided presentation number for outbound calls from Service, this must be agreed with Supplier in advance.

8.18.4. CLI Network Number (PAID Field): The Buyer shall at no time manipulate or otherwise change or mask the network CLI of outbound calls. The Buyer will always match the numbers provisioned through the Vodafone SIP Service.

8.18.5. The Buyer shall otherwise comply with all Applicable Law associated with the use of numbers, including respecting any geographic restrictions that may apply to the use of those numbers, and any other applicable rules on CLI Presentation.

8.18.6. If the Buyer does not comply with the conditions outlined in clause 8.18, Supplier or the Public Voice Service provider may block any voice traffic originating from the Service. Supplier shall not be held liable for any such call blocking.

8.18.7. Supplier reserves the right to put in place technical restrictions on the Service that would prevent the Buyer or its End Users from using numbers in a manner that conflicts with Applicable Law.

8.19 Indemnity: Buyer agrees to indemnify, keep indemnified and hold harmless Supplier from and against any actions, fines, losses (including without limitation any loss or damage to Supplier's goodwill and/or reputation), liabilities, claims, demands, costs, expenses, whether or not the aforementioned was foreseeable, that arise from Buyer's non-compliance with clauses 8.15, 8.17, 8.18 and 8.20. For clarity, this clause shall apply in the event of any act or omission by Buyer in violation of the terms of this clause or Supplier provided guidance that prevents or otherwise limits effective Emergency Calling for any User.

8.20 Dynamic Address Updates: Buyer is responsible for providing up to date location information for all Users via the Service Web Portal Vodafone Business UC. This information will be used to assist the emergency services in the event of any calls being made to Emergency Numbers. When utilising Native Direct Routing, Buyer must provide and update location information via the Service Web Portal for Vodafone Business UC and not via the Microsoft Teams administration portal.

8.21 Denied Destinations: Supplier and its subcontractors actively monitor activity on their network to protect Buyer from spam on inbound calls and fraud on outbound calls. Supplier or downstream call carriers may block certain phone numbers which represent substantial fraud risk.

8.22 Traffic Data:

8.22.1. For the purposes of the Service, Supplier may provide the Buyer with access to Traffic Data for the Traffic Data Permitted Purpose only and the Buyer may Process Traffic Data as Data Controller for the purposes of the Traffic Data Permitted Purpose.

8.22.2. The Buyer agrees and undertakes that it shall at all times access and process such Traffic Data:

- (a) only for Traffic Data Permitted Purpose; and
- (b) in compliance with all Applicable Law and all Applicable Privacy Law including but not limited to the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended).
- (c) The Buyer agrees and undertakes that it:

- (i) shall not provide or share whether directly or indirectly any Traffic Data with any third parties or make it publicly available; and
- (ii) shall not instruct Supplier to disclose Traffic Data to the Buyer for a purpose or intended purpose which is not the Traffic Data Permitted Purpose or where it is not possible for the Buyer to comply with clause 8.22.2(b); and
- (iii) shall promptly provide Supplier with such reasonable information that it may reasonably request in relation to the Buyer's Processing of the Traffic Data.

8.22.3. The Buyer shall indemnify and keep indemnified Supplier against any or all losses suffered, incurred and/or arising from the access to Traffic Data or any Processing of Traffic Data undertaken or facilitated by the Buyer including but not limited to Traffic Data Liabilities.

8.22.4. Supplier shall have no liability to the Buyer in respect of or in connection with all or any Traffic Data Liabilities suffered, incurred or arising from the access to or Processing of Traffic Data undertaken or facilitated by the Buyer.

8.23 User Greeting: Buyer shall ensure that Users maintain a configuration at all times that enables inbound callers to be aware that a call has been connected. Buyer acknowledges that this can be achieved by each User ensuring that at least one of the following configuration options is enabled at all times within the relevant profile settings:

- (a) user greeting;
- (b) connecting message;
- (c) hold music;
- (d) call screening; or
- (e) audio while connecting.

8.24 Analytics Reports: Buyer shall:

- (a) ensure any analytics reports in the Service ("**Analytics Reports**") are only used for the purposes of quality monitoring, troubleshooting and usage capability management of the Service ("**Analytics Reports Purpose**");
- (b) implement controls for any Users who have access to the Analytics Reports to ensure the Analytics Reports are used in accordance with the Analytics Reports Purpose; and
- (c) ensure they do not use the Analytics Reports for any purpose other than the Analytics Reports Purpose, including employee monitoring or in a way which would not comply with Applicable Law.

8.25 User Consents: Buyer is aware that there may be Applicable Laws regarding the duty to inform Users or obtain their consent to the recording and storage of calls, meetings history, messages, files shared between Users and other items. Buyer will ensure and warrants:

- (a) compliance with these Applicable Law, including without limitation any Applicable Law where Users are located;
- (b) that Users are informed that those activities are taking place; and
- (c) that it has obtained any consent required from Users regarding the collection, storage and processing of any data or information carried out in connection with the Service prior to requesting Supplier to make available the Service to such Users.

9. Professional Services and Training Models

9.1 A set of Professional Services are available to help Buyer successfully plan, design and deploy the Service to meet Buyer's business requirements and shall be invoiced as a One-Off Charge on the first invoice. If Professional Services are ordered by the Buyer, any rights and obligations of the parties in relation to such Professional Services shall be agreed in a Statement of Work in accordance with these Terms.

9.2 The following Professional Services may be delivered by a Third Party Provider and will always be facilitated and coordinated by Supplier in accordance with the applicable SOW:

- (a) **Standard Remote:** Project managed delivery, with service provision and configuration completed remotely;
- (b) **Standard On-Site:** Enhances the Standard Remote Professional Service with on-site deployment support. This will include on-site go-live support, ad-hoc end-user and administrator training, floorwalking and troubleshooting. On-site resources will also be available to support data capture as part of the design phase; and
- (c) **Bespoke:** Buyer requires all the elements of the Standard Remote and/or Standard On-Site Professional Services plus other ad hoc Professional Services. Bespoke deployment can also be anything that deviates from the standard Professional Services.

9.3 Acceptance:

- (a) The Buyer shall be deemed to have accepted the Professional Services as complying with the SOW, unless the Buyer notifies Supplier in writing within 5 Working Days of receiving such Professional Services that they do not materially comply with the SOW and provides evidence of such non-compliance.

- (b) If the Buyer notifies Supplier in accordance with clause 9.3(a) that the Professional Services materially do not comply with then SOW, then Supplier shall be permitted to rectify such non-compliance and resubmit those Professional Services to the Buyer on a date to be agreed by the Parties (each acting reasonably).

9.4 Access and Documentation: The Buyer shall:

- (a) provide all assistance, documentation, materials, and accurate information (including in relation to identification, legitimization and billing details) required by Supplier for the purpose of the Professional Services;
- (b) keep and maintain the Supplier Material at the Buyer premises in safe custody at Buyer's own risk, maintain the Supplier Material in good condition until returned to Supplier and not dispose of or use the Supplier Material, other than in accordance with Supplier's written instructions or authorisation.

9.5 Accuracy:

- (a) The Buyer confirms that any information which it provides to Supplier in connection with this Agreement or the provision of the Professional Services is and will be complete and accurate and acknowledges that any incompleteness, inaccuracy or mistake may have an adverse effect on the assumptions set out in the Agreement and the provision of the Professional Services.
- (b) The Buyer shall at all times indemnify and keep indemnified Supplier against all losses (including the costs of appropriate legal defence) suffered or incurred by Supplier arising in relation to any infringement or alleged infringement of any third party's Intellectual Property Rights as a result of Supplier's use or possession of any Buyer Materials to provide the Professional Services.
- (c) If Supplier's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation ("**Buyer Default**") then:
- (i) Supplier shall, without limiting its other rights or remedies, have the right to suspend performance of the Professional Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent that the Buyer Default prevents or delays Supplier's performance of any of its obligations; and
- (ii) the Buyer shall reimburse Supplier for any costs or losses sustained or incurred by Supplier arising directly or indirectly from the Buyer Default.

9.6 Supplier Material: All Supplier Material are the exclusive property of Supplier or its licensors.

9.7 If Buyer cancels any Professional Services, a Professional Services Cancellation Charge will be payable by the Buyer.

9.8 If Buyer cancels training within 24 hours of the training date/time, Third Party Provider will be under no obligation to reschedule the same. The completion of the Professional Services project completion form shall not be delayed due to rescheduling training

9.9 If additional Buyer Site visits, not specified in the Call Off Order, are required, an amend request can be submitted via the Buyer's Supplier account manager to authorise the purchase of additional site visits, at an additional Charge.

9.10 If Buyer cancels a Buyer Site visit within 12 Working Days of the scheduled visit and re-schedules the visit, a Late Site Visit Change Charge will be payable by Buyer.

9.11 Full details of any Training Services selected by Buyer shall be set out in the Call Off Order form.

10. Ring CX™ from Vodafone Business

10.1 RingCX™ from Vodafone Business is an integrated cloud-based contact centre add on to the Vodafone Business UC Service, bringing a native omnichannel contact centre solution which can integrate with 20+ digital channels and which has UCaaS capabilities, including messaging, video, and phone.

10.2 Where the Buyer orders RingCX™ from Vodafone Business from Vodafone, RingCX™ from Vodafone Business must be deployed and implemented remotely through the provision of Professional Services. The various deployment types and the activities involved in relation to each deployment type that are available for inclusion in a Statement of Work are as described in these Terms.

10.3 Supplier's obligations and the Buyer's responsibilities in relation to the implementation and deployment of RingCX™ from Vodafone Business shall be as described in the applicable Statement of Work. Once implemented, RingCX™ from Vodafone Business forms part of the RingCentral Platform from a Service Level Target perspective.

10.4 Buyer shall:

- (a) ensure that its users of RingCX™ from Vodafone Business do not use it as an auto-dialer in violation of Applicable Laws; and
- (b) comply with (and ensure its users comply with) the RingCX™ from Vodafone Business End User Terms at Annex A of these Service Specific Terms.

10.4.2. Buyer acknowledges and agrees that:

- (a) RingCX™ from Vodafone Business is a contact centre that enables inbound and automated call distribution or outbound campaigns;
- (b) RingCX™ from Vodafone Business does not have emergency calling capabilities; and

- (c) no calls may be placed, or SMS messages sent through RingCX™ from Vodafone Business, including to 999 or other emergency services calls or messages.

11. Service Change Request Procedure

- 11.1 Buyer changes:** if Buyer wishes to make any bespoke changes to any part of the Service, other than Configurations, then Buyer may order Professional Services from Supplier. Supplier and Buyer will agree the applicable terms, and the Charges shall be set out in the Call Off Order form.

12. Service Level Agreement

12.1 Support Services

- 12.1.1. Supplier shall provide Buyer with support services for Incident Management, Service Requests, and new Order fulfilment, in English only. Buyer shall provide Supplier with details of two contacts who will be responsible for accessing the support services and liaising with Supplier.
- 12.1.2. Where Supplier initiates changes to the Service (e.g. to carry out essential maintenance or upgrades), Supplier may temporarily interrupt the Service and will notify Buyer of this in advance.
- 12.1.3. Supplier may interrupt the Service to resolve a Priority Level 1 or 2 Incident (or the Incident will be downgraded to a Priority Level 3 Incident).
- 12.1.4. If Buyer reports an Incident caused by an Excluded Event to Supplier, Buyer shall reimburse Supplier's reasonable expenses.

12.2 Service Operating Model

- 12.2.1. The TSSM Terms will set out the standard of support available for the Service, and Call Off Order Form will detail the Tier purchased. In the event of any conflict between the TSSM Terms and these Support Terms as applied to the Service, these Support Terms will prevail.
- 12.2.2. Supplier's service operating model will apply to the Service in-life post the relevant Service Commencement Date.
- 12.2.3. Supplier's obligations in relation to the Service shall not extend beyond the Service demarcation points unless otherwise agreed between the Parties in writing.
- 12.2.4. Notwithstanding the TSSM Terms, any performance or service reporting to be provided by Supplier in relation to the Service (including any ordered Optional Service Elements) shall be provided within 14 Working Days of the end of the applicable Reporting Period (as those terms are defined in the TSSM Terms).

12.3 Supplier Service Desk

- 12.3.1. All Incidents should be reported to the Supplier Service Desk. The salient points of the Supplier Service Desk are as follows:
 - (a) available 24 hours a day, 365/366 days per annum;
 - (b) provides a single interface and end-to-end Service view;
 - (c) manages Incidents from inception to closure;
 - (d) provides proactive and reactive management for the Vodafone Business UC Service including escalation;
 - (e) based upon industry standard/industry leading service management technology; and
 - (f) detailed service methodologies and procedures for the Vodafone Business UC Services will be created during implementation of the Vodafone Business UC Services and will be based upon the principles set out in this documentation together with Supplier's standard service documentation, service reporting and service operating model.
- 12.3.2. The Supplier Service Desk is not a first-line end-user helpdesk and will not take calls directly from Users. It is the Buyer's responsibility to provide a facility for the handling, investigation and allocation of first-line calls from Users.

12.4 Incident Management

- 12.4.1. Supplier shall carry out Incident management which aims to restore service operation to within any agreed Service Levels and minimise the adverse impact of the Incident on the Buyer's business operations.
- 12.4.2. The Incident Management process is as follows:
 - (a) Prior to reporting a suspected Incident, the Buyer shall use all reasonable endeavours to ensure that the Incident has not arisen as a result of any matter that is not the responsibility of Supplier.
 - (b) If, after due investigations, the Buyer has reason to suspect that there is an Incident with the Service, the Buyer should report the Incident to Supplier using phone, email or portal;
 - (c) When the Buyer reports the Incident to Supplier it should provide adequate information to enable Supplier to diagnose and resolve the suspected Incident. This information will include:

- (i) Buyer name;
- (ii) The name, telephone number and email address of the person reporting the Incident;
- (iii) The physical location of the Incident;
- (iv) The number of Sites affected by the Incident (if relevant);
- (v) Identification of the Service or Service element the Incident is being reported against, such as web site, an IP address, a hardware reference or similar identifiers; and
- (vi) Any other details that may be relevant to diagnosis of the Incident (including symptoms, events or actions leading up to the Incident, any tests carried out in attempting to isolate the problem, any environmental conditions that may be causing the Incident).

12.4.3. A Trouble Ticket will be generated using the Supplier remedy system and a unique reference will be assigned to the Incident. At this point the Incident will be deemed to have commenced.

12.4.4. Applicability: Service Level Targets apply from the Service Commencement Date for the applicable Service Element, unless stated otherwise.

12.4.5. Excluded Events: Supplier is not responsible for failure to meet a Service Level Target if the Service Level Target is affected by an Excluded Event.

12.4.6. RingCentral Platform Service Level Target:

- (a) RingCentral Platform availability across RingCentral's entire global Buyer base.
- (b) RingCentral Platform availability across Third Party Provider's entire global Buyer base: the Service Level Target percentage availability for the RingCentral Platform is 99.99% in a Monthly Measurement Period.

- (c) Percentage availability is calculated as:

$$[1 - (x * y) / (z * (a - b)) * 100]$$

"x" = number of Accounts impacted

"y" = number of minutes impacted

"z" = total number of Accounts provisioned

"a" = number of minutes in a month

"b" = number of minutes scheduled downtime

12.4.7. Incident Service Level Target:

- (a) The Incident Service Level Target Resolution Time is calculated as the duration of time between when Supplier opens an Incident record and when Supplier notifies the Buyer that the Incident is resolved and Supplier issues a closure notification.
- (b) All Priority 1 and 2 Incidents can be logged and resolved within 24/7/365 and priority 3 and 4 Incidents can be logged at anytime but will only be actioned during Working Hours.
- (c) Incident Service Level Target Resolution Times are applicable to the Service as a whole.

Priority Level	Priority Level Definition	Incident Service Level Target Resolution Time
Priority 1 (Critical Service Affecting)	Total loss of service or severe degradation of quality rendering the Service unusable to entire Buyer or business critical site locations.	4 Hours
Priority 2 (Major Service Affecting)	Serious Degradation of quality of service or loss of service to non-business critical site or function.	8 Hours
Priority 3 (Minor Service Affecting)	Partial Loss of service to business-critical site / function leading to severe impact to Buyer operations or revenue affecting impact.	2 Working Days

Priority 4 (Non-Service Affecting)	Partial loss of service / degradation of quality for multiple Users i.e. Users have either fixed OR mobile working properly but not both. OR single User with total loss of service / unusable service.	10 Working Days
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13. Data Protection

Vodafone as a Data Controller

13.1 Vodafone as a Data Controller: Supplier acts as an independent Data Controller for the Processing activities in these clauses 13.1 to 13.5 (Data Controller role and processing activities) and any additional activities listed in the Service Terms.

13.2 Buyer as a Data Controller: The Parties acknowledge that Buyer will also act as an independent Data Controller for any Personal Data relating to Supplier employees or representatives, for example business contact information.

13.3 Processing Activities: Supplier may process:

13.3.1. Personal Data to:

- (a) manage account relationships;
- (b) send bills;
- (c) fulfil an Order or delivery;
- (d) provide Buyer service; and
- (e) control access to Supplier's systems that support the Services.

13.3.2. As an electronic communications service's provider, Traffic Data in accordance with Applicable Laws to:

- (a) deliver User communications;
- (b) calculate Charges for each User;
- (c) identify threats to the Network or Services and protect against them; and
- (d) internally develop and improve the Network or Services.

13.4 Data Disclosures: Supplier may disclose Personal Data and Traffic Data:

- (a) to Vodafone Group or third parties for the purpose of supporting the Processing activities described in this clause 13 (Data Protection) or as permitted under Applicable Privacy Law; and
- (b) as required by Applicable Law, court order, or any Authority (including Privacy).

13.5 Privacy Notice: Supplier's privacy notice can be accessed at: www.vodafone.co.uk/privacy.

Vodafone as a Data Processor

13.6 Vodafone as a Data Processor: Supplier acts as a Data Processor for the specific processing as set out in the relevant Service Terms.

13.7 Processing Personal Data: Supplier may only Process Personal Data on behalf of the Buyer:

- (a) to provide and monitor a Service as outlined in the Service Terms; or
- (b) for any other purpose agreed in writing between the Parties. Additional instructions from Buyer require prior written agreement and may be subject to Charges.

13.8 Changes to Sub-Processors: If Supplier adds or replaces a Sub-Processor, Supplier shall inform the Buyer of changes to Sub-Processors where Supplier is required by Applicable Privacy Law by:

- (a) providing at least 10 Working Days' prior notice; or
- (b) listing the new or replacement Sub-Processor on www.vodafone.co.uk at least 10 Working Days before Supplier authorises and permits the new or replacement Sub-Processor access to Personal Data in order to give the Buyer the opportunity to reasonably object to such changes.

13.9 Sub-Processor Obligations: Supplier will enter into binding agreements with its Sub-Processors, who will have substantially the same legal obligations for Processing activities as Supplier under these clauses 13.6 to 13.17 (Data Processor role and related requirements). Supplier will be liable to Buyer for the performance of that Sub-Processor's obligations.

13.10 Data Retention: Supplier may keep Personal Data for as long as required to deliver the Service. After this Agreement is terminated, and unless Applicable Law requires otherwise, Supplier will:

- (a) delete the data within a reasonable time frame;
- (b) return the data if the Buyer provides notification before termination of the Agreement.

13.11 Data Access: Supplier may give access to Personal Data only if necessary to meet its obligations in relation to the Service and will take reasonable steps to ensure that whoever accesses the data:

- (a) is under a statutory or contractual obligation of confidentiality;
- (b) is trained in Supplier's policies for handling Personal Data; and
- (c) does not Process Personal Data except as instructed by Buyer, unless Applicable Law requires otherwise.

13.12 Data Security:

13.12.1. As required by Applicable Privacy Law, Supplier will:

- (a) provide technical and organisational measures for a level of security appropriate to the risk presented by Processing taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing;
- (b) comply with Supplier information security policies based on ISO / IEC 27001:2013;
- (c) give Buyer all information, assistance, and co-operation it may reasonably require to comply with Applicable Privacy Law;
- (d) notify Buyer without undue delay of any unauthorised access to Personal Data that results in loss or unauthorised disclosure of, or alteration to, Personal Data;
- (e) provide reasonable assistance to Buyer in relation to any Personal Data breach notification that Buyer is required to make under Applicable Privacy Law; and
- (f) when requested by Buyer and before any Processing, provide reasonable assistance with:
 - (i) carrying out a privacy impact assessment of the Services; and
 - (ii) consulting the relevant Privacy Authority regarding Processing activities related to the Services.

13.12.2. Further information on data security measures can be found at www.vodafone.com/business/Buyer-security.

13.13 Audits and Inspections: If Buyer has a right of audit and inspection under Applicable Privacy Law, it agrees to act as follows:

- (a) Buyer may ask to review Supplier's security organisation, and the good practice and industry standards contained in Supplier's information security policies no more than once each calendar year, and any such review shall relate only to data protection compliance of the Services; and
- (b) ensure its instructions comply with Applicable Privacy Law. Supplier will inform Buyer if it believes any Buyer instruction infringes Applicable Privacy Law or any confidentiality obligations.

13.14 Buyer Responsibilities: Buyer accepts and agrees that they are responsible for:

- (a) reviewing the information Supplier makes available; and
- (b) determining if the Services meet Buyer's requirements and legal obligations.

13.15 Onward Transfers out of the EEA and UK: Supplier may onward transfer Personal Data to a country outside the European Economic Area, the UK or a country that has not been designated by the European Commission or Secretary of State in the UK as ensuring an adequate level of protection under Applicable Privacy Law, only if:

- (a) the data is transferred in line with the requirements under Applicable Privacy Law;
- (b) the Processing or transfer does not put any Buyer in breach of Applicable Privacy Law; or
- (c) Applicable Law requires it. In this case, Supplier will inform Buyer of that legal requirement before Processing, unless prohibited by Applicable Law.

13.16 Law Enforcement: Supplier:

- (a) may receive legally binding demands from a law enforcement authority for the disclosure of, or assistance with Personal Data, or be required by Applicable Law to disclose Personal Data to persons other than Buyer ("Demand");
- (b) is not in breach of any obligation to Buyer in complying with the Demand; and
- (c) will notify Buyer of the Demand as soon as possible, unless prohibited by Applicable Law.

13.17 Data Subject Enquiries: Taking into consideration the nature of the data processing conducted by Supplier on behalf of the Buyer, Supplier shall assist the Buyer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Buyer's obligation to respond to requests for exercising the data subjects' rights laid down in Applicable Privacy Law.

14. General Definitions

14.1 The following definitions apply to the **section 3 - General Conditions on the Buyer** of these Service Terms:

Additional Service Recipient	a Buyer Group entity which is not a direct party to this Agreement, but which is named in this Agreement as a beneficiary of the Services or otherwise approved to receive the Services in accordance with clause 3.1 (Additional Service Recipient).
Agreement	this agreement, consisting of the documents set out in clause 2 (Service Terms Structure).
Applicable Law	law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, regulatory Authority, each as relevant to (i) Supplier in the provision of the Services and/or (ii) Buyer in the receipt of the Services or the carrying out of its business.
AUP	Supplier's acceptable use policy set out at http://www.vodafone.co.uk/Acceptable-Use-Policy-Business , as updated by Supplier from time to time.
Buyer	the entity identified in the Call-Off Order Form as such.
Buyer Equipment	hardware, software or any other tangible material not supplied by Supplier that is used with or to access the Service. Any Equipment Buyer purchases from Supplier shall be considered to be Buyer Equipment once title has passed to the Buyer.
Buyer Group	Buyer and any company in which Buyer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, either at or after the date of this Agreement.
Buyer Site	as the context permits a Buyer's premises (either owned by Buyer or a third party) which Supplier needs to access in order to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Call-Off Order Form.
Charges	the charges or fees specified in this Agreement as payable by Buyer.
Consumer	means any natural person acting for purposes that are outside the person's trade, business, craft or profession.
End Of Life	where Supplier or a manufacturer of Equipment declares that the type of Equipment is end-of-life (or otherwise stops marketing, selling or supporting it).
Equipment	hardware, Supplier Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Supplier to Buyer for use in receiving the Services. Equipment excludes Buyer Equipment.
European Union (EU)	an economic and political union of 27 countries, as may be updated from time to time. A full list of countries can be found here https://www.gov.uk/eu-eea .
GSM Gateway	any equipment containing a SIM which enables calls from a fixed network (landline) to be routed via a GSM link to a mobile network establishing a mobile-to-mobile ('on-net') call.
Incumbent Provider	a regulated operator who is authorised to provide a Service in a given country.
Intellectual Property Rights	(a) rights in, and in relation to, any patents, registered designs, design rights, trade marks, trade and business names (including all goodwill associated with any trade marks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and includes the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals) and wherever in the world enforceable; (b) rights in the nature of unfair competition rights and rights to sue for passing off; and (c) trade secrets, confidentiality know how, technical information and other proprietary rights.
Network	the communications network together with the equipment and premises that are connected to such network and which are used by Supplier to perform the Services.
Non-Recurring	means One-Off Charges.

Charges	
One-Off Charges	the Non-Recurring Charges payable by Buyer in relation to the Service and/or Equipment as described in these Terms and/or in Buyer's Call-Off Order Form, and may include installation Charges for ports, access circuits and routers, charges for set up of Service Elements and configuration changes.
Party or Parties	Buyer and/or Supplier, as relevant.
Recovery Charge	any amount payable by Buyer for early termination or failure to meet commercial commitments as set out in this Agreement.
Service Element	the individual components of a Service (including optional service elements if applicable).
Service Specific Terms	the document(s) identified in this Agreement as the "Service Specific Terms" that set out information such as terms and conditions, specifications and technical information specific to a Service.
Service(s)	the services to be provided by Supplier or a Third Party Provider under this Agreement and as specified in this Agreement. Any reference to Service within this Agreement may be an individual Service or collectively all Services, as appropriate.
SIM	a "subscriber identity module" card is an integrated circuit, whether physical or embedded in a device (and then known as an eSIM Card), storing user specific data and provided by Supplier to allow use of equipment on the Network by Buyer.
Supplier	where used in these Service Terms or the Call-Off Contract means Vodafone.
Supplier Software	any Software supplied by Supplier or its licensors to Buyer (including Software embedded in any Equipment).
Technical Prerequisites	any requirements detailed in the Service Specific Terms or otherwise provided to Buyer in writing relating to a Service or Equipment including notification to upgrade.
Third Party Provider	a third party contracted directly or indirectly by either Supplier (including Vodafone Group) or Buyer that provides a Service, a Third Party Service or that provides a service that connects to a Service. Third Party Providers may include Incumbent Providers.
User	an individual end user of the Services who is approved by Buyer and who must be a permanent or temporary employee or sub-contractor of Buyer or an Additional Service Recipient unless otherwise specified in this Agreement.
User Details	a user name, password, or other access information used by a User to access the Service and/or Equipment.
UK	England, Wales, Scotland, Northern Ireland and adjacent islands (e.g. Isle of Wight) but excluding the Channel Islands and the Isle of Man.
Vodafone	Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.
Vodafone Group	(a) Vodafone Group Plc, Vodafone Limited and any company in which Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (b) any partner market listed on the "Where we are" page at http://www.vodafone.com/ .
Working Days	Monday to Friday inclusive, other than public holidays in the UK.
Working Hours	9.00am to 5.00pm on a Working Day.

14.2 The following definitions apply to the Fixed Services Conditions on the Buyer set out in **section 4** of these Service Terms:

BPE (Buyer premises equipment)	Fixed Equipment on Buyer Site.
Fixed Equipment	hardware, Supplier Software, BPE and any other tangible equipment (other than SIMs and mobility equipment) supplied by or on behalf of, Supplier to Buyer for use in

	receiving the Services.
Service Commencement Date	the date of completion of Supplier's testing when the Service is ready for use.
Site Survey	a survey of a Buyer's Site to assess whether (in Supplier's opinion) the existing infrastructure is sufficient for providing the Services and detailing what the Buyer needs to do to receive the Service.

14.3 The following definitions apply to the Tiered Support Services Conditions on the Buyer set out in **section 5** of these Service Terms:

BMI	a "Buyer Major Incident", being the highest category of Impact for an Incident resulting in significant disruption to the business of Buyer.
Buyer's Service Desk	is the service desk provided by Buyer which will be the initial point of contact between Supplier and Buyer.
Incident	an unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of a configuration item that has not yet affected Service is also an Incident.
Service Commencement Date	the date of completion of Supplier's testing when the Service is ready for use.
Tiered Support Service Model or TSSM	the tiered support services provided by Supplier in accordance with the service level agreement set out herein.

14.4 The following definitions apply to the Service Specific Conditions on the Buyer and Service Elements set out in **sections 6, 7, 8, 9, 10, 11 and 12** of these Service Terms:

Account(s)	means a logically separate tenant of RingCentral Office that is provided for Buyer's use.
Business Requirements Document or BRD	means a document that sets out the Buyer's requirements and agreed design for the RingCX™ from Vodafone Business.
CCF	means Buyer Configuration Form, a document that the Buyer is required to complete for the Supplier-led deployments of the VBUC Service described in these.
Change Management	means any material change to the Service delivery, which requires approval from both parties. Where additional Charges are incurred, a Service Request will need to be raised by Buyer to quantify and approve the additional Charges.
CLI	means, Call Line Identification, a service on telephony networks that shows the person being called which phone number is calling them.
Configurations	means changes to the RingCentral Platform that can be executed by the Buyer Administrator via the ServiceWeb portal.
Consignment	means a consignment of CPE to be delivered to a single location.
Core Service Elements	are service elements which form part of the Service.
CPE	means an IP-based phone, computer, tablet or other device that is used by the Buyer to access the Service, as well as any accessories for such devices, such as headsets or sidecars. For the purposes of this Service, CPE shall be treated as Buyer Equipment.
Buyer Materials	means any Buyer materials, equipment, documents and other property of the Buyer.
DDI	means a phone number that can be dialled to reach an end-user or call queue.
Delivery Coordination	means the supporting activities provided by Supplier to manage internal Orders, and any transition into service desks as directed by the Project Manager.

Device Warranty Start Date	means, with respect to CPE, the date on which such CPE was delivered to Buyer.
EECC	means the EU Directive 2018/1972 establishing the European Electronic Communications Code.
Emergency Number	means a number which, when dialled, connects a calling party to the emergency authorities.
Excluded Event	means an Incident caused by (a) another Supplier service purchased under a separate Buyer Agreement; (b) non-Supplier-supplied power, Buyer Equipment, CPE, non-maintained structured cabling or other systems or networks or access circuits not operated or provided by Supplier (including an Incident relating to consumption of services over the internet); (c) the negligence, act, or omission of Buyer or a third-party not within Supplier's direct control; (d) Buyer's delay or non-performance of any of Buyer obligations set out in the Buyer Agreement; (e) Buyer's request to modify or test a Service Element; (f) a Force Majeure event or Service suspension that is permitted under the Buyer Agreement; (g) the inability or refusal by a Third Party Provider to provide the access circuit at a Buyer Site; (h) a Configuration Change during implementation; (i) service failure at any other Buyer Site; (j) an Incident or delay resulting from a request by Buyer for expedited delivery of the Service; (k) Buyer's request to modify or test a Buyer Site; and (l) a fault or Incident that is caused by changes in the regulatory conditions and/or the Applicable Law that results in temporary or permanent unavailability of the Service or the particular Site.
Implementation Engineer	means the technical resource that will be assigned to perform any tasks as described in the applicable Statement of Works.
Incident	means an unplanned interruption to or reduction in the quality of the Service, or a failure of a Service configuration item.
Incident Management	the end-to-end management of Incidents by Supplier and its subcontractors.
Late Site Visit Change Charge	means expenses and losses incurred by the Third Party Provider, together with an amount equal to 8 hours of time and materials services.
Monthly Measurement Period	means the period of measurement of the RingCentral Platform SLA, which is defined as a calendar month.
OEM	means a third party equipment manufacturer or service provider.
Ofcom	Office of Communications, the UK regulatory and competition authority for the broadcasting, telecommunications and postal industries of the United Kingdom.
Ofcom CLI Guidelines	the guidelines for the provision of calling line identification facilities as set out here: https://www.ofcom.org.uk/phones-telecoms-and-internet/information-for-industry/telecoms-industry-guidance/calling-line-identification and as may be amended from time to time.
Optional Service Elements	are service elements that are supplementary to the Core Service Elements, and do not form part of the standard Service.
Phase	means a stage of a multi-phased provision of the Service in which either a group of Users or Buyer Sites have a common test plan and Service Commencement Date.
Professional Services	means the professional services that are available for inclusion in a SOW, as described in these Terms.
Professional Services Cancellation Charge	means the One-Off Charge payable by Buyer in the event of a cancellation of any Professional Services and shall include any additional travel and expense costs as set out in the Standard List Price, in addition to the percentage Professional Services Charge as set out in the Call Off Order Form.

Project	means the activities pursued in delivery of the Professional Services, in accordance with the applicable Statement of Work.
Project Manager	means a named contact, provided by Supplier, responsible for managing the Project, as described in the applicable Statement of Works.
PSTN	public switched telephony network.
Public Voice Service	means voice services that are capable of originating and terminating voice calls to and from public telephone numbers, over public networks such as public switched telephony network (PSTN) services and SIP services.
Replacement CPE	means, with respect to a CPE, another CPE that is either (a) of the same manufacturer and model number as such CPE; or (b) if a CPE meeting the requirements of subsection (a) is not available, a substantially equivalent CPE.
RingCentral	means RingCentral UK Limited, a company registered in the United Kingdom (registration number 6737634) whose registered office is at Ealing Cross, 85 Uxbridge Road, London W5 5TH.
RingCentral Platform	as described in clause 6.3(b).
RingCX™ from Vodafone Business	means as described in clause 6.4(g).
Service Level Target	means the service performance Supplier aims to provide, without any associated service levels or service credits.
Service Web Portal	means a portal used by the Buyer administrator and end users to manage configuration of the Service.
Service Requests	means a change to the Service requested by Buyer via a portal, or other means advised by Supplier. This can include Orders of CPE, Professional Services and/or additional Subscriptions.
Statement of Work or SOW	means a statement of work that describes any ordered Professional Services. Where ordered Professional Services fall within these Terms, the relevant section of these terms shall be deemed to be the applicable Statement of Work for those Professional Services.
Subscriptions	means the applicable Service Type and any Limited Extensions (where selected as an Optional Service Element by Buyer).
Supplier Materials	means any materials, equipment, documents and other property of Supplier or its licensors.
Tariff	means any usage Charges, as further detailed in the Service Terms.
Third Party Provider	as defined in the General Terms, and for avoidance of doubt, RingCentral shall be a Third Party Provider.
Traffic Data Liabilities	means actions, costs, liabilities, losses, fines including but not limited to regulatory fines, expenses, demands, claims, investigations and proceedings.
Traffic Data Permitted Purpose	means the allowed purpose of processing Traffic Data in Regulation 7(2) and in accordance with Regulation 8 of the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended).
Training Services	means an optional training service provided to Buyer by Supplier, as set out in the Call Off Order.
Trouble Ticket	means a record of an Incident with a unique reference allocated to it which shall be used for all subsequent updates and communications.
Type 3/Type 4 Presentation CLI	has the meaning defined in the Ofcom CLI Guidelines.

Vodafone Business Marketplace	means the platform set out at https://marketplace.vodafone.co.uk/home .
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14.5 The following definitions apply to **section 13 - Data Protection** of these Service Terms:

Applicable Privacy Law	the relevant data protection and privacy law, regulations (including UK GDPR and the Data Protection Act 2018) and other regulatory requirements to which Vodafone Limited is subject.
“Fixed Authority	means those governments, agencies, courts of law, and professional and regulatory authorities including NRAs that supervise, regulate, investigate, or enforce Applicable Law.
Data Controller	the person that determines the purposes and means for which Personal Data is Processed, as defined under Applicable Privacy Law.
Data Privacy Obligations	in respect of each Party, that Party’s obligations relating to the Processing or control of Personal Data as a Data Controller or Data Processor, as expressly set out in clause 13 (Data Protection) of this Agreement.
Data Processor	the person that Processes Personal Data on behalf of the Data Controller as defined under Applicable Privacy Law.
European Economic Area (EEA)	means the Member States of the European Union together with Iceland, Liechtenstein, and Norway, as may be updated from time to time. A full list of countries can be found here https://www.gov.uk/eu-eea .
GDPR	General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data.
Personal Data	shall mean any information relating to an identified or identifiable natural person as defined by the Applicable Privacy Law.
Privacy Authority	the relevant statutory or supervisory authority with responsibility for the Applicable Privacy Law in the jurisdiction of the Data Controller.
Process/Processed/Processing/Processes	obtaining, recording or holding information or data or carrying out any operation or set of operations on it.
Sub-Processor	a sub-contractor who is processing Personal Data on behalf of Supplier.
Traffic Data	any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing.
UK GDPR	means GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.