



ADDITIONAL SPECIFIC CONDITIONS P1 - THIRD PARTY ONLINE UC (GAMMA)

These Additional Specific Conditions govern the Third Party Online UC Services that may be provided by the Company under an Order Form, together with Specific Conditions P1 - UC Services and the General Terms & Conditions for the Supply of Products and/or Services (the “Conditions”).

1 DEFINITIONS

1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:

- “Acceptable Use Policy/EULA” means as set out in Schedule 1 to this document;
- “Service Literature” means the relevant service literature provided by the Company to the Customer relating to the Third Party Online UC Services, as updated from time to time;
- “Subscription” means the relevant subscriptions for the Third Party Online UC Services, including the relevant UC Applications, which the Customer is subscribing to for the purposes of the Third Party Online UC Services as set out in the Order Form;
- “Support Hours” means the times or hours when support for the Third Party Online UC Services is available to the Customer, as stated in the Order Form, or if no support hours are stated, the applicable hours and days set out in paragraph 7.2; and
- “Technical Diagnosis” means the act of seeking to identify the cause of an Incident by investigating and analysing its signs and symptoms, with the objective of determining the reason for the Incident and identifying the steps required to restore the Services or otherwise resolve the Incident.

1.2 All capitalised terms in these Additional Specific Conditions, which are not defined in paragraph 1.1, shall have the meanings stated in Specific Conditions P1 – UC Services and/or the Conditions.

2 GENERAL

2.1 The Third Party Online UC Services support emergency call services (999/112) and such calls will be routed to the national emergency call handling agents. However, the Customer acknowledges that VoIP services do not operate in the same way as a traditional public switched telephone network (PSTN) fixed line. Public emergency call services and connection to such services (999/112) may not be possible in the event of a service outage caused by loss of the Customer’s connectivity to the internet for whatever reason. In such circumstances the Customer should use its PSTN line to make the emergency call. Furthermore, it may on occasions not be possible for emergency services personnel to identify the Customer’s location and telephone number so this information should be stated promptly and clearly by the Customer when making such a call.

2.2 The Customer acknowledges that the Third Party Online UC Services constitute and are sold as a private service for use for specific applications and that, as regards public emergency call services, confer only limited service at agreed defined locations. It is not sold as a full public service.

2.3 The Customer will not be charged for calls to 01, 02 and 03 numbers made from the Third Party Online UC Services subject to the following conditions, applied against the Customer’s account:

2.3.1 The total number of calls by the Customer per Subscription to 01/02/03 terminations and/or to UK mobiles in accordance with paragraph 2.4 shall not exceed 5,000 (five thousand) minutes per month. Where the Customer has exceeded that limit it will be subject to a price per minute for the total volume of calls according to the existing rate card currently associated with the Customer’s account. In addition, calls to numbers beginning 03 shall not exceed 15% of the total calls made by the Customer.

2.3.2 The Company reserves the right to further vary pricing or terminate connectivity if Services are being used for arbitrage or artificial inflation of traffic.

2.4 The Customer will not be charged for calls made to UK mobiles made from the Third Party Online UC Services with the following FM codes, which may be updated from time to time by not less than 30 (thirty) days’ notice to the Customer, subject to the conditions set out in paragraphs 2.3.1 and 2.3.2:

Description	CountryCode	CityCode
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UK Mobile O2	UKN	FM1
UK Mobile Orange	UKN	FM4
UK Mobile Other	UKN	FM2
UK Mobile T Mobile	UKN	FM3
UK Mobile Vodafone	UKN	FM5
UK Mobile Virgin	UKN	FM3A
UK Mobile Hutchison 3G	UKN	FM6
UK Mobile BT Fusion	UKN	FM8
UK Mobile Opal	UKN	FM7
UK Mobile Voice and Data	UKN	FM10
UK Mobile Virtual 1	UKN	FM11
UK Mobile Virtual 2	UKN	FM12
UK Mobile Magrathea	UKN	FM9
UK Mobile Cable and Wireless	UKN	FM16

3 PLATFORM LICENCE

- 3.1 The Third Party Online UC Services remove the need for the Customer to have a PBX on-site. The Customer will access the Platform via a secure portal.
- 3.2 The Company, as authorised by the Vendor, grants to the Customer a non-exclusive licence to have access and to use the Platform in accordance with the Service Literature during the term.
- 3.3 The Customer understand and agrees that the licence granted under paragraph 3.2 is subject to the following limitations:
 - 3.3.1 the Platform may only be used by authorised users of the Customer; and
 - 3.3.2 the Customers complying at all times with the terms of the Acceptable Use Policy/EULA, and ensuring that all authorised users who use the Platform agree to and comply with the terms of the Acceptable Use Policy/EULA.
- 3.4 Except to the extent mandated by applicable law or expressly permitted in this Agreement, the Customer shall not, and shall ensure that its End Users shall not:
 - 3.4.1 sub-license its right to access and use the Platform save as expressly set out in this Contract and without prejudice to paragraph 3.3, any permitted sub-licence must be on terms which are consistent with the provisions of this Contract (in particular the obligations in this paragraph 3.4;
 - 3.4.2 allow any unauthorised person to access or use the Platform by means of a user account, the portal or otherwise;
 - 3.4.3 re-publish or re-distribute the Platform, or provide services to third parties using the Platform save as expressly set out in this Contract; and
 - 3.4.4 alter or adapt or edit the Platform, save as expressly permitted by the Service Literature or this Contract.
- 3.5 Save to the extent expressly provided otherwise in this Contract, the Customer does not have any right to access the object code or source code of the Platform, either during or after the end of the Term.
- 3.6 All Intellectual Property Rights in the Platform shall be the exclusive property of the Vendor or its suppliers unless otherwise agreed between the parties in writing.

4 HARDWARE (HANDSETS)

- 4.1 The Third Party Online UC Services are only compatible with the list of approved hardware (handsets) supplied as part of the Services. All hardware is sold or provided with the Third Party Online UC settings pre-configured. Handsets supplied for use with these Third Party Online UC Services cannot be used with any other UC service and the Company is under no obligation to adapt any handset for general use at any time either before or after title passes to the Customer (where applicable). The Vendor does not offer a service to unlock the handset and remove these settings at the end of this Contract.
- 4.2 The Third Party Online UC Services are not compatible with third party handsets and as such all handsets and replacement handsets will need to be purchased from the Company.



- 4.3 Unless otherwise agreed on the Order Form, title to any handsets supplied by the Company or the Vendor without separate charge as part of the Third Party Online UC Services shall remain with the Company (or its Vendors as applicable). The Company may at its entire discretion transfer title to the Customer at any time by notice in writing.
- 4.4 In the event of loss or damage to a handset (excluding normal wear and tear) whilst title remains with the Company or its Vendors, the Company shall be entitled to invoice the Customer with the cost to the Company of a replacement handset and the Customer shall pay any such invoice according to its then current terms of payment with the Company.

5 CUSTOMER OBLIGATIONS

- 5.1 The Customer will use and access the Third Party Online UC Services in accordance with the Service Literature.
- 5.2 The Customer acknowledges that Third Party Online UC, like all IP offerings, needs to be delivered over a voice focused and managed network, ensuring that the required amount of bandwidth has been provided based on the number of consecutive calls and codec (G729, 711, 722) being used. Unless otherwise set out in the Order Form that the Company is responsible for providing or otherwise configuring the related connectivity services, the Customer is responsible for:
- 5.2.1 ensuring that the required amount of bandwidth is been provided based on the number of consecutive calls and codec (G729, 711, 722) being used; and
 - 5.2.2 configuring the Customer's connectivity services, including applying the appropriate settings to the Customer's router to support the Third Party Online UC Services;
- in each case accordance with the Service Literature.
- 5.3 Unless otherwise expressly agreed to be provided by the Company in the Order Form, the Customer is responsible for ensuring that full CAT5/6 structured cabling is in place and of good quality with a suitable maintenance contract in order to operate.
- 5.4 Gamma recommends that all service user access stations are equipped with 2 separate cabling access points for voice and data usage.
- 5.5 The Customer will ensure that the Site has sufficient space to host the access router & any power over Ethernet equipment in their chosen location and sufficient power to this location.
- 5.6 The music on hold (user) feature allows users to enable or disable music on hold on a per call basis. Where the customer chooses to upload and use its own audio files other than the preloaded default audio files, then it is the Customer's responsibility to obtain the necessary licence rights for the use by the Customer of such files ("**Customer Content**"). The Company and the Vendor will have no responsibility for any infringement of any third party intellectual property or other rights as a result of the uploading or use of any Customer Content by the Customer. By using the upload facility for Customer Content the Customer agrees to indemnify the Company and the Vendor accordingly against any third party claims for such infringement.
- 5.7 The Customer will, unless otherwise expressly agreed to be provided by the Company under this Contract:
- 5.7.1 provide to the Company and the Vendor (or their subcontractors):
 - (a) all necessary co-operation in relation to the Third Party Online UC Services; and
 - (b) all necessary access to such information as may be reasonably required by the Vendor, in order to be able to supply the Third Party Online UC Services;
 - 5.7.2 ensure that it utilises a browser described in Schedule 2 below;
 - 5.7.3 ensure that its systems are properly maintained, supported and updated;
 - 5.7.4 ensure that all of its relevant third party suppliers co-operate with the Company and/or the Vendor (as applicable) in relation to the set-up and performance of the Third Party Online UC Services;
 - 5.7.5 ensure that it has all rights necessary to allow the Vendor to interface with the Customer's systems as necessary for the performance of the Third Party Online UC Services;
 - 5.7.6 provide such personnel assistance as may be reasonably requested by the Company from time to time in regards to the continued support and operation of the Third Party Online UC Services;
 - 5.7.7 be responsible for procuring and maintaining all relevant network connections and telecommunications links from its systems to the Platform, and for all problems, conditions, delays, delivery failures and other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the Internet; and



5.7.8 carry out all other Customer responsibilities in a timely and efficient manner; and in the event of any delays caused by the Customer in the provision of such assistance as agreed by the parties, the Company may adjust any timetable or delivery schedule set out in this Contract as reasonably necessary.

5.8 In the event that any of the provisions of paragraphs 3.3, 3.4 or 5.7 are breached by the Customer, the Customer shall have 24 (twenty four) days to remedy the breach. In the case the breach is not remedied in the 24 (twenty four) day period, the Vendor reserves the right to terminate the Third Party Online UC Services by a further 14 (fourteen) days' notice.

5.9 The Customer agrees to provide to the Company for each network termination point full details of the Customer's name and address (including post code), which the Company is authorised to provide to the Vendor to enable the Vendor to fulfil its obligations under Ofcom regulations to pass such details on to the relevant Carriers.

6 EXCLUSIONS

6.1 The Third Party Online UC does not at present support the following features or services:

- 6.1.1 analogue phones and devices, although a terminal adapter box can be used to connect these if required;
- 6.1.2 ISDN Data calls;
- 6.1.3 numbers not allocated to the Platform;
- 6.1.4 international number presentation (as the presentation of a UK CLI across International carriers cannot be guaranteed)
- 6.1.5 mobile numbers being added to the Third Party Online UC system for call routing purposes;
- 6.1.6 the use of Fax with an analogue adaptor on Horizon;

6.2 Training for the Customer and/or End User is not included in the Services, unless otherwise expressly agreed to be provided in the Order Form.

6.3 The Company does not issue any IP Address to be used with the Third Party Online UC Services. Access to and use of this address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. The Company reserves the right to withdraw or change this address if for any reason the address ceases to be available.

6.4 The Company does not guarantee any aspect of setting up and conducting a VoIP call over any mobile network, whether using the Third Party Online UC mobile client or desktop client on a tethered laptop. Mobile networks provide no prioritisation of signalling and voice payload packets and some networks will either block or slow down VoIP packets.

7 SERVICE LEVELS

7.1 The Service Levels set out in this paragraph 7, shall take precedence over and supersede the Service Levels and any support hours set out in Specific Conditions F1 – Engineering Services in respect of these Third Party Online UC Services only.

7.2 Unless it is otherwise stated in the Order Form that a different level of service (in terms of response times and/or hours of support) will apply, the Company will use its reasonable endeavours to provide support for the Third Party Online UC Services during the Support Hours identified in the Order Form or, if none are stated, in accordance with Level 1 as set out in Table 1 in this paragraph 7.2.

Table 1 – Support Hours for Third Party Online UC Services

	Level 1	Level 2	Level 3	Level 4
Support Hours:	8am-6pm on Business Days	8am-6pm on Business Days	24/7, all days	24/7, all days
Support Type:	remote support only	engineer to site	remote support only	engineer to site (8am to 6pm only)

7.3 Where the Company is providing Level 2 or Level 4 support, in accordance with paragraph 7.2 above, as set out in the Order Form, the Company will use its reasonable endeavours to ensure that an engineer arrives at the Customer Premises or Site on the next Business Day, if identified as a requirement before midday upon the completion and conclusion of the remote Technical Diagnosis, as notified to the Customer. Any time period stated in respect of the Company's obligations under this Contract is not guaranteed nor capable of being deemed to be of the essence of this Contract.

8 CLI PRESENTATION



- 8.1 The Vendor cannot guarantee consistent presentation of intended CLIs for calls made to mobile or international carriers as successful presentation of the intended CLI is entirely dependent on the mobile or international carrier's use of these numbers and specific call flow.
- 8.2 Maintaining the correct site CLI and address details for all of the relevant Customer Premises and the Sites, is the Customer's responsibility.
- 8.3 Where a CLI number is being presented, the Customer must ensure that:
 - 8.3.1 the number is of a national significant format, is allocated to the Customer and that the Customer possesses all necessary permissions in respect of the lines in question;
 - 8.3.2 where the number is not allocated to the Customer, it has written consent from the allocated owner for its use as a presentation number and that such consent has not been withdrawn; and
 - 8.3.3 under the terms of the CLI code of practice the number must be a number that is allocated to a customer, is in use, connected to a terminal and capable of receiving calls.
- 8.4 Where the Company has requested the Presentation CLI Service (the "Service"), which allows the Customer to authorise the Vendor to carry voice traffic with a Presentation Number different from its underlying CLI or endpoint(s) (as these terms are defined in NICC ND 1016 available at <http://www.niccstandards.org.uk/publications/public-net.cfm>), before the Service is made available, subject to this being technically practicable, the Customer must first ensure that the following statement is signed:

The statement is:

I hereby confirm on behalf of [insert name of Customer] (the 'Applicant') to its telecommunications service provider, and I am duly authorised so to do, that: the number requested for use as a presentation number ('PN') is either allocated to the Applicant and the Applicant does not require the permission of anyone else in relation to that number or the requested PN is not allocated to the Applicant but consent from the allocated owner for its use as a PN has been obtained and has not been withdrawn;

- (i) the requested PN is in use;
- (ii) the Applicant shall immediately inform its telecommunications service provider if any of the information in this statement ceases to be correct;
- (iii) the telecommunications service provider may suspend and/or withdraw use of its Presentation CLI Service if it is subsequently found that the information in this statement was, or has become, inaccurate or if the PN is being misused in any way;
- (iv) the Applicant understands that the PN must not be a number that connects to a revenue sharing number that generates excessive or unexpected call charges in which case the telecommunications service provider may suspend and/or withdraw use of the Presentation CLI Service;
- (v) The Applicant acknowledges that its network service provider may withdraw the service without penalty in the event that a) having made the appropriate configuration change the Applicant fails to make at least one test call within twenty (20) working days and/or b) the Applicant reverses the configuration change.

The Applicant hereby indemnifies its telecommunications service provider and any underlying network service provider against any claims by any third party relating to use of the PNs.

The Applicant hereby acknowledges that the telecommunications service provider may withdraw this facility at any time for regulatory or legal reasons or if it suspects its misuse or if its use is challenged by any third party.

..... dated

For and on behalf of Applicant

- 8.5 The Customer acknowledges that the Company has the right to suspend/withdraw use of the Third Party Online UC Services if it is subsequently found that it is breach of this paragraph 7.4 and hereby indemnifies the Company against any claims arising as a result of any such breach.

Schedule 1

Acceptable Use Policy / EULA



Horizon Acceptable
Use Policy.pdf



Horizon EULA
(clean).pdf

Schedule 2

Minimum User Machine Requirements

The hosted portal is browser based and designed to support all major browsers and operating systems.

Each release is tested against the following browsers:

- Chrome (the current version at the time of version release)
- Firefox (the current version at the time of version release)
- Horizon | Terms and Conditions
- © Gamma 2017. All rights reserved. Confidential.
- IE8, IE9, IE10, IE11 and Edge (the current version at the time of version release)

The solution requires the Flash plugin only on browsers which do not support HTML audio (IE8).

Whilst it is not possible to ensure that breaking changes do not occur as evergreen browsers (Chrome, Firefox and Edge) update, best endeavours are in place to ensure compatibility and swift resolution of any problems.

Please note that the hosted portal is not guaranteed to work on all smartphone/tablet devices and operating systems. On completion of provisioning of the Service, the End Users should perform a pre-test to ensure the Services work with their browser/smartphone/tablet device.