



SPECIFIC CONDITIONS P1 – UC SERVICES

These Specific Conditions govern the UC Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the “**Conditions**”) and Specific Conditions X3 – Standard Operational Services (“**Specific Conditions X3**”), which shall be deemed to be incorporated into the Contract for the performance of any UC Services provided under these Specific Conditions.

The UC Services set out under the headings “UC Services” and “Microsoft Software” shall only benefit the Customer if such UC Services, or Microsoft Software are referred to as being part of the Contract in the Order Form.

1 DEFINITIONS

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

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| “Authorised Equipment” | means any hardware or other equipment, if any, recommended by the Company to be used with the UC Service as specified from time to time in the Documentation; |
| “Customer Data” | means all data (including computer files) of the Customer stored or processed by the Company in the course of providing the UC Services, including any information relating to any End User; |
| “DHCP” | means dynamic host configuration protocol, being a network management protocol whereby a DHCP server dynamically assigns an internet protocol (IP) address and other network configuration parameters to each device on a network so they can communicate with other internet protocol (IP) networks; |
| “Documentation” | means online help files or written instruction manuals provided to the Customer by the Company relating to the use of the UC Platform and/or UC Applications and any ancillary documentation provided by the Company to the Customer from time to time; |
| “Hosted-UC” | means as defined in paragraph 6.1.2; |
| “Managed Equipment” | means the equipment and/or infrastructure in respect of which the Company is to provide the UC Services to the Customer as set out in the Order Form; |
| “Minimum Spend” | means the Customer’s minimum expenditure under this Contract in respect of all End Users (excluding VAT), as specified in the Order Form; |
| “Online-UC” | means as defined in paragraph 6.1.2; |
| “On-Premises UC” | means as defined in paragraph 6.1.2; |
| “PBX” | means private branch exchange, being the Customer’s internal private telephone exchange or switching system (if applicable) that performs the concentration of central office lines (or trunks) to provide intercommunication between a large number of telephone stations within the Customer’s organisation; |
| “Privacy Policy” | means the Company’s privacy policy, available on request and as updated from time to time; |
| “Results” | has the meaning given in paragraph 3.5; |
| “Third Party Online UC” | means as defined in paragraph 6.1.2; |
| “UC Applications” | means the third party software applications that form part of the Customer’s UC Services as set out in the Order Form, which may include the following features or services: (a) base telephony and voicemail; (b) conferencing; (c) presence and instant messaging; (d) call recording; (e) contact centre management; and (f) call logging; |
| “UC Licences” | means the relevant third party Vendor licences for the UC Applications, which the Customer may own or may subscribe to for the purposes of the UC Services; |
| “UC Platform” | means the Company’s (or where identified in the Order Form a third party’s) unified communications platform that is used to host the UC Applications and deliver the UC Services; |
| “UC Services” | means any of the unified communications (UC) services that are made available to the Customer under these Specific Conditions, including via the UC Platform, to serve the Customer’s telecommunications link (whether such telecommunications link is supplied to the Customer by the Company pursuant to this Contract or any other contract between the parties or by a third party); |
| “UTP” | means the specific cabling that is used extensively for local-area networks (LANs) and telephone connections; and |
| “VoIP” | means voice over internet protocol, which is the set of rules that makes it possible to use the internet for telephone and/or videophone communication. |

1.2 All other capitalised terms, which are not defined in paragraph 1.1, shall have the meanings stated in the Conditions, Specific Conditions X3 or other applicable Specific Conditions.

2 COMMENCEMENT DATE AND MINIMUM TERM

2.1 The Commencement Date of the UC Services is the date specified as such in the Order Form or if no date is specified the Effective Date.

2.2 The Minimum Term for the UC Services shall be as set out in the Order Form, or if no Minimum Term is specified, 36 (thirty six) calendar months from and including the Commencement Date.

3 LICENCE AND INTELLECTUAL PROPERTY

3.1 Subject to paragraph 6.1.3, the Company hereby grants to the Customer, for the term of this Contract only, a non-transferable, non-exclusive, limited licence to:

- 3.1.1 use the UC Platform solely for the purposes of integration with the Customer’s existing systems and applications in accordance with this Contract; and
- 3.1.2 use and access the UC Services solely for End Users and in accordance with the Documentation.

3.2 The Customer agrees that all rights to use and otherwise exploit the UC Services not expressly granted to the Customer in the Contract are reserved by the Company and its third party licensors or vendors, as applicable.

3.3 The Customer acknowledges and agrees that the UC Platform and UC Applications contain trade secrets, confidential information and other valuable proprietary information owned by the Company or the relevant Vendors.

3.4 Except to the extent permitted by Relevant Laws, the Customer shall not and shall not allow End Users to sell, transfer, lease or disclose the UC Platform and/or UC Applications to a third party. The Company may electronically monitor the Customer’s use of the UC Services for compliance with the licence terms and restrictions set out in this paragraph 3 and, where applicable, paragraph 6.1.3.



3.5 The Company and/or where applicable the relevant Vendors shall retain sole and exclusive ownership of, and all right, title and interest in and to the UC Platform, UC Applications and Documentation, as well as any graphical user interface modifications or other modifications made by or for the Customer to the same and all documentation, suggestions, ideas, improvements, data, feedback, evaluation materials, reports, presentations, records, designs, technology, inventions, know-how, works of authorship, software, specifications, modifications and other materials, information and any other intellectual property made, developed, conceived or reduced to practice by the Company in the performance of the Contract, (collectively, "**Results**"). To the extent necessary to effect this intention, the Customer hereby assigns to the Company any and all right, title and interest in and to the UC Platform, UC Applications and Results, and shall take all actions necessary to accomplish such assignment.

3.6 **Customer Data**

3.6.1 As between the parties, all Customer Data shall be owned by the Customer.

3.6.2 To the extent that Customer Data constitutes information relating to End Users, that information may only be used by the Company for the purpose of performing its obligations under this Contract and the Company may not sell, licence or provide any End User information to any third party.

3.6.3 For the avoidance of doubt, nothing in this Contract shall prevent the Company from disclosing Customer Data where it is required to do so by law or upon request of any regulatory or governmental authority.

4 TRADEMARK LICENCE

4.1 The Company hereby grants to the Customer, for the duration of the UC Services only, a non-exclusive, non-transferable, revocable licence to display the Daisy trademarks (name and logo only) ("**Daisy Trademarks**") solely for the purpose of providing the End Users with access to the UC Services.

4.2 The Customer acknowledges and agrees that the presentation and image of the Daisy Trademarks should be uniform and consistent with respect to all UC Services, activities and products associated with the Daisy Trademarks.

4.3 The Customer's use of such Daisy Trademarks shall be subject to the Company's then-current trademark and logo usage guidelines, if any, provided by the Company to the Customer from time to time.

4.4 All literature and materials printed, distributed or electronically transmitted by the Customer and containing the Daisy Trademarks will include the following notice: "[Mark] is a trademark or registered trademark of Daisy Corporate Services Trading Limited or its affiliates in the United Kingdom and/or in other countries".

5 MAINTENANCE OF THE UC PLATFORM

5.1 The Company reserves the right to take down applicable servers and infrastructure related to the UC Platform to conduct routine maintenance checks ("**Scheduled Maintenance**") or in the event of any emergency.

5.2 The Company will use reasonable endeavours while performing Scheduled Maintenance to minimise Customer disruption.

5.3 The Company will have no liability to the Customer resulting directly or indirectly from downtime or unavailability of the UC Platform or any part of it due to Scheduled Maintenance or emergency maintenance.

6 UC SERVICES

6.1 Service Descriptions and Variations

6.1.1 The UC Services to be provided by the Company to the Customer under this Contract may be Hosted UC, Online UC, On-Premises UC or Third Party Online UC, as specified in the Order Form and in each case as more particularly described in paragraph 6.1.2 below.

6.1.2 The UC Services may be provided by the Company to support a unified communications solution for the Customer where:

- (a) the Customer owns the UC Licences, which it either already owns prior to the Commencement Date and/or which it procures through the Company under this Contract in accordance with Specific Conditions X1 – Supply of Products and as set out in the Order Form and/or under a separate contract with the Company, and the UC Platform upon which the relevant UC Applications are deployed is hosted by the Company on its infrastructure ("**Hosted UC**");
- (b) the Customer does not own the UC Licences, but enjoys the benefit of the UC Licences on a subscription basis and the UC Platform upon which the relevant UC Applications are deployed is hosted by the Company on its infrastructure ("**Online UC**");
- (c) the Customer owns the UC Licences, which it already owns prior to the Commencement Date and/or which it procures through the Company under this Contract in accordance with Specific Conditions X1 – Supply of Products and as set out in the Order Form and/or under a separate contract with the Company, and the UC Applications are hosted at a Customer Premises by the Customer on its own infrastructure ("**On-Premises UC**"); or
- (d) the Customer enjoys the benefit of the UC Licences on a subscription basis and the UC Platform through which the relevant UC Applications are deployed is hosted and made available by a relevant third party Vendor also on a subscription basis (platform as a service (PaaS)) ("**Third Party Online UC**").

6.1.3 Where the UC Services comprise Third Party Online UC, the additional terms and conditions contained in the Order Form specific to the Third Party Online UC shall apply in addition to these Specific Conditions and each of the Customer and the Company agrees to comply with and be bound by such additional terms.

6.1.4 Hosted UC, Online UC and Third Party Online UC are supported through a single data centre presence and connection only, unless expressly provided in the Order Form that the UC Services will be supported by a dual data centre presence and connection for increased resiliency.

6.2 Set-Up and Transition

6.2.1 The Company and the Customer shall develop a plan and timetable for the agreed set-up and transitional work for the commencement of the delivery of the UC Services.

6.2.2 The Company will provide any agreed set-up and development work, including but not limited to site surveys, design, installation, configuration, testing and/or training for the UC services in accordance with:

- (a) Specific Conditions X2 - Professional Services and/or Specific Conditions X8 – Installation Services (as applicable); and
- (b) the service description set out in the Order Form and/or contained in a relevant configuration requirement document and/or statement of work agreed by the parties in writing.

6.2.3 Following a site survey the Company reserves the right to propose Changes to the relevant configuration requirement document and/or statement of work to reflect the Customer's actual requirements at each relevant Site. No Changes shall be made to the set-up and transitional work and timetable unless agreed by both parties in writing.

6.2.4 The parties shall provide each other with such co-operation and assistance as may be reasonably required in order to help ensure that the set-up and transitional work is completed efficiently and effectively.

6.3 Platform Management

6.3.1 In respect of Online UC and Hosted UC only, the Company will:

- (a) monitor the UC Platform in accordance with the Event Management process set out in Specific Conditions X3;
- (b) resolve Incidents in respect of the UC Platform in accordance with the Incident Management process set out in Specific Conditions X3;
- (c) implement Changes to the UC Platform in accordance with the Change Management process set out in Specific Conditions X3; and
- (d) provide administration access to the UC Applications for use by the Customer Representatives and/or End Users for the purpose of allowing ongoing self-administration of any Customer-configurable elements and End User moves, adds and changes.

6.3.2 In respect of Online UC only, the Company will:



- (a) take configuration backups of the UC Applications and store these within its management network. In case of any failure or misconfiguration of the UC Applications these backups will be used to restore the UC Applications to the previously saved version of the configuration. Ten configuration backups will be stored, with the oldest being automatically deleted when the amount of backups reaches ten; and
- (b) maintain the UC Applications through the application of selected software updates and software assurance services. The updates applied are at the sole discretion of the Company and will be applied in accordance with the Change Management process.

7 VOICE OVER INTERNET PROTOCOL

- 7.1 The Customer acknowledges and agrees that the UC Services are VoIP services. The Company draws the following features of VoIP services to the Customer's attention:
- 7.1.1 a VoIP service may not offer a like for like comparison to features the Customer may expect from a PSTN based phone line;
 - 7.1.2 a VoIP service may be unavailable or disrupted due to events beyond the Company's control e.g. power disruptions, connection failures or degradation to the quality of any data connection;
 - 7.1.3 if the Customer uses the VoIP service to make emergency calls, the location information received by the emergency services will be limited to the installation address of the Site, which may not be the location from which the call originated, and as such the Customer may be required to provide information about the Customer's location to the emergency services to allow them to respond;
 - 7.1.4 emergency calls made using a VoIP service may fail if there is a power failure or connection failure;
 - 7.1.5 the ability for the Customer to make emergency calls cannot be guaranteed;
 - 7.1.6 a VoIP originated emergency call will not receive the same network priority at all points on the network as that which an emergency call made on a mobile network or on a PSTN (public switched telephone network) line will receive; and
 - 7.1.7 the Customer's equipment used to access a VoIP service requires mains power to make emergency calls.

8 MICROSOFT SOFTWARE

- 8.1 As part of the UC Services, the Customer may be permitted to use certain software (including related documentation) developed and owned by Microsoft Corporation or its licensors (collectively, the "**Microsoft Software**"). If the Customer chooses to use the Microsoft Software, Microsoft Corporation and its licensors ("**Microsoft Corporation**") require that the Customer agrees to comply with these additional terms and conditions:
- 8.1.1 the Microsoft Software is neither sold nor distributed to the Customer and the Customer shall use it solely as part of the UC Services;
 - 8.1.2 the Customer shall not transfer or use the Microsoft Software outside the UC Services;
 - 8.1.3 the Customer shall not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software; and
 - 8.1.4 the Customer shall not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by Relevant Law.
- 8.2 To the fullest extent permitted by law, all terms, conditions and warranties (whether implied by law or otherwise) in relation to the condition or performance of the Microsoft Software are excluded.
- 8.3 The Customer acknowledges and agrees that the Company and Microsoft Corporation disclaims, to the extent permitted by Relevant Law, all warranties and any liability for any damages, whether direct, indirect, or consequential, arising from the provision of the Microsoft Software. In addition, the Customer acknowledges and agrees that Microsoft Corporation shall have no responsibility or liability in connection with the UC Services.
- 8.4 The Customer acknowledges and agrees that Microsoft Corporation is not responsible for providing any support in connection with the UC Services and/or the Microsoft Software. The Customer shall not contact Microsoft Corporation for such support.
- 8.5 The Customer is not granted any right to use the Microsoft Software in any application controlling aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar scenario (collectively, "**High Risk Use**"). The Company and Microsoft Corporation, to the extent permitted by Relevant Law, disclaim any express or implied warranty of fitness for High Risk Use. High Risk Use does not include utilisation of the Microsoft Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

9 CUSTOMER OBLIGATIONS

9.1 End Users

- 9.1.1 The Customer shall procure:
- (a) compliance by the End Users with the Privacy Policy and all relevant provisions of the Contract; and
 - (b) consent from End Users to the disclosure of Customer Data to any relevant Vendors (and/or their auditors) for the purpose of verifying the number of End Users for the UC Services from time to time.

9.2 UC Services

- 9.2.1 The Customer agrees and acknowledges that: (i) emergency services cannot be accessed via the UC Services if the UC Services are unavailable; and (ii) location information for any user using the UC Services to call the emergency services will be based on the physical site location to which the telephone number is associated.
- 9.2.2 The Customer shall notify the Company of any change of address where the UC Services are provisioned.
- 9.2.3 The Customer shall notify the Company of any End Users of the UC Services who are nomadic and work from no fixed location and where users change from working from a fixed location to being nomadic or vice versa.
- 9.2.4 The Customer agrees:
- (a) to use the UC Services in accordance with all Relevant Laws, any direction of OFCOM or other competent authority, the Carrier's licence and such other conditions and instructions as may be imposed from time to time by the Carrier;
 - (b) not to cause any attachments other than those approved by Relevant Laws to be connected to the UC Services;
 - (c) not to resell UC Services to third parties or to use the UC Services other than for the conveyance of communications for the Customer's own internal business purposes;
 - (d) not to use the UC Services for knowing receipt or transmission of any material or message which is intended to be a hoax call to emergency UC Services, causes a nuisance, or is of a defamatory, offensive, abusive, indecent, obscene or menacing character;
 - (e) not to use the UC Services in a manner which infringes the rights of any third party, which is a breach of any statutory obligation or duty in contract, tort or otherwise, or which might cause any person, the property of any person, the telecommunications network, the quality of the UC Services, or any aspect of them, to be impaired or damaged;
 - (f) not to make or attempt to make fraudulent, improper, or immoral use of the UC Services, nor to use or attempt to use the UC Services in breach of any Relevant Laws or with the intent to avoid the payment, in whole or in part, of any Charges;
 - (g) to maintain its telecommunications apparatus at all times in good working order and in compliance with the relevant standards or approvals for the time being designated by Relevant Laws;
 - (h) to notify the Company immediately of any fault with the UC Services, of any use of the UC Services in breach of the Contract, or of any illegal, fraudulent or unauthorised use of the UC Services, on becoming aware of it; and



- (i) to implement security measures to prevent unauthorised access to the UC Services and the Customer's (and any of its sub-contractors') equipment, network elements and premises including maintaining (and procuring that its authorised users maintain) the integrity and secrecy of all passwords, log-in details and access codes used for accessing or using the UC Services or any of its equipment, network elements and premises.
- 9.2.5 The Customer shall provide the Company with all relevant information as it may reasonably require to enable it to comply with OFCOM's General Condition A3 of the General Conditions of Entitlement including:
 - (a) provision of accurate site location information for each telephone number provided as part of the UC Services (including full postal address);
 - (b) immediate notification of any changes of address associated where voice UC Services are provisioned;
 - (c) advising where users are nomadic and work from no fixed location; and
 - (d) notification where users change from working between a fixed location and being nomadic, or change from being nomadic to working at a fixed location.
- 9.2.6 The Customer shall be solely responsible for preventing unauthorised use of the UC Services and for all costs or charges relating to the use of the UC Services (whether malicious, fraudulent or otherwise) by the Customer or a third party, whether from or within the Customer's Premises, via any internet protocol (IP) address used by the Customer or via external means.
- 9.2.7 The Customer shall not use the bandwidth it has allocated to the UC Services for any other purpose other than making and receiving calls. Should this prohibition not be complied with it is likely that the quality and availability of the UC Services will be materially reduced.
- 9.2.8 The Customer acknowledges and agrees that the following items may be required at the Customer's Premises before the UC Services can be commissioned:
 - (a) IP phones or soft phones; and/or
 - (b) IP connectivity and any corresponding data hardware including but not limited to routers and port switches.
- 9.2.9 The Customer shall provide to the Company (and update the Company in the event of any change in such details), the following records:
 - (a) a telephone number that may be used to call the Customer;
 - (b) the Customer's Site address including post code; and
 - (c) where the Customer has nomadic applications that use more than one network termination point or equivalent, the address where the number is normally used.
- 9.2.10 The Customer shall use only handsets and equipment with the UC Services that are Authorised Equipment.

10 EXCLUSIONS

10.1 UC Services

- 10.1.1 The following are excluded from the UC Services unless otherwise expressly agreed to be provided by the Company under this Contract and the Customer shall be solely responsible for:
 - (a) ongoing self-administration of the UC Applications, any Customer-configurable elements and end-user moves, adds and changes;
 - (b) local-area network (LAN) design, capacity, performance and availability;
 - (c) local-area network (LAN) port availability, cabling to desk, UTP patch cable supply;
 - (d) local-area network (LAN) internet protocol (IP) addressing, DHCP server availability and configuration;
 - (e) provision of required quality of service settings on local-area networks (LANs);
 - (f) configuration of any firewall or other internet limiting device to provide internet access on required ports to End User personal computers, as required in order to operate the UC Services;
 - (g) rolling out any applications required to the desktop and ensuring the appropriate level of anti-virus protection;
 - (h) company dial plans and numbering, definition of extension numbers and ranges and calling line identification (CLI) preferences;
 - (i) any configuration and/or maintenance of any PBX systems or other equipment that is not Managed Equipment;
 - (j) ensuring Customer Representatives are authorised and have been trained in the use and configuration of the UC Services;
 - (k) identification of any analogue telephone line requirements such as fax machines, franking machines and computers with modems;
 - (l) cabling / patching for any analogue devices such as fax machines to an analogue telephone line (which would usually be installed in the Customer's communication / server room);
 - (m) provision, management, maintenance and availability of any local area or other network not provided by the Company and used by the Customer for the UC Services; and
 - (n) handsets and the requirements under paragraph 9.2.8.
- 10.1.2 Each of the exclusions set out in paragraph 10.1.1 above are Customer Obligations. The Company shall have no liability for any failure to provide the UC Services to the extent caused or contributed to by a failure of the Customer to meet any of the Customer Obligations.
- 10.1.3 In addition to the suspension and termination rights set out in clause 11 of the Conditions, and without prejudice to any of the Company's other rights and remedies, the Company may suspend the UC Services in the following circumstances without liability:
 - (a) during any technical failure, modification, upgrade, repair, testing or maintenance of the telecommunications network or other equipment by which the UC Services are provided, in the case of emergency or for Carrier operational reasons; or
 - (b) if the operation of the telecommunications network is suspended or if the provision of the UC Services to the Company is suspended for any reason (including during any network 'freeze' period); or
 - (c) if the operation of the telecommunications network is terminated or if the provision of the UC Services to the Company is discontinued for any reason; or
 - (d) if the Customer does or allows to be done anything which in the Company's reasonable opinion will or may have an effect of jeopardising the operation of the UC Services and/ or the telecommunications network.

11 CHARGES

- 11.1 The Charges for the UC Services are as identified in the Order Form.
- 11.2 The Charges will be invoiced monthly in advance or as otherwise stated in the Order Form, with the first invoice issued by the Company on or around the Commencement Date and monthly thereafter.
- 11.3 The Company will round up call charges to two decimal places and round up to the nearest whole penny as standard, unless otherwise stated in the Order Form or the terms and conditions referenced at paragraph 6.1.3.
- 11.4 The Company reserves the right to increase the Charges at any time, including during the Minimum Term, to the extent of any increase in the costs of the UC Licences where the Customer enjoys the benefit of the UC Licences on a subscription basis.
- 11.5 **Minimum Commitments for UC Services**
 - 11.5.1 The Customer agrees to meet or exceed the Minimum Spend at all times during the duration of the UC Services.
 - 11.5.2 If the Customer's actual expenditure under this Contract in respect of UC Services (excluding VAT) is below the Minimum Spend, the Company may charge the full amount of the Minimum Spend.

12 SERVICE LEVELS

SPECIFIC CONDITIONS P1 – UC Services



- 12.1 The Company will provide the management of Incidents in accordance with Specific Conditions X3.
- 12.2 The Company will supply the Request Fulfilment in accordance with Specific Conditions X3.
- 12.3 The target availability for the UC Platform for Hosted UC and Online UC is:
 - 12.3.1 UC Platform availability (single data centre) - 99.80% per calendar month; or
 - 12.3.2 UC Platform availability (dual data centre) – 99.99% per calendar month.