

Conditions for
CloudVoice CS Service

tech | sapiens

CloudVoice CS Service Agreement

This SaaS Protection Services Agreement (the "Agreement") describes the terms under which techsapiens Limited ("techsapiens") provides access to and use of CloudVoice CS services. Techsapiens does not provide the service directly to you. The service is sold and provided by TelcoSwitch Ltd ("TelcoSwitch") directly to techsapiens who will use and manage the service on your behalf. (In this Services Agreement, "we" and "us" will refer to TelcoSwitch , or techsapiens, or both).

PLEASE READ THIS SERVICES AGREEMENT CAREFULLY. BY SIGNING THIS DOCUMENT, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY INSTALLING, ACCESSING OR USING ANY PRODUCT YOU ACKNOWLEDGE YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT, INCLUDING APPLICABLE POLICIES REFERENCED THROUGHOUT. IF YOU ACCEPT ON BEHALF OF A BUSINESS OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT LEGAL ENTITY TO THIS AGREEMENT AND "YOU" WILL REFER TO THAT LEGAL ENTITY AND ITS AFFILIATES.

If You do not agree to the terms of this Agreement, You may not use the Product.

YOUR AGREEMENT WITH US (this "AGREEMENT") IS MADE UP OF THE FOLLOWING DOCUMENTS:

- (i) **These Conditions for CloudVoice CS; and**
- (ii) **Our General Terms of Business found at techsapiens.com/terms; and**
- (iii) **The relevant tariff(s) for the services we agree to provide to you; and**
- (iv) **Any further conditions relating to specific services.**

In the event of any conflict or inconsistency between the terms within these conditions and any other Agreement, then the terms within these conditions will prevail.

DEFINITIONS

In this agreement terms and expressions have the following meanings unless the context otherwise requires.

"Customer"	the entity or person who you will be receiving the Service.
"Equipment"	the telephone handsets or any other equipment we may provide as part of the Service.

“Network(s)”	the Local Area Network, network equipment, computer systems, and local cable infrastructure, at the Sites, to which the Service will be connected.
“Portability”	shall have the meaning given to it in General Condition 18 of the General Conditions published by Ofcom under section 48 of the Communications Act 2003 as may be amended from time to time.
“Required Date”	the date you wish the Service to commence.
“Service Fee”	monthly recurring fee for the Service which may be individual fees for individual Services or a combined fee covering multiple Services.
“Site”	the location where Customer requires the Service.
“User”	each person at the Customer entitled to use the Service and who has their own extension.
“Working Day”	any day falling on or between Monday to Friday, but excluding all English public and bank holidays.
“You”	the entity which contracts with us.
“We” or “Us”	TelcoSwitch , or techsapiens, or both, and our chosen subcontractors

1. THE SERVICE

- 1.1. We will supply you with one or more of the hosted telephony services known as CloudVoice CS, CloudVoice CS Lite, CloudVoice CS Business or CloudVoice CS Contact Centre (“the Service”) in accordance with this agreement.
- 1.2. We will provide the service levels as set out in the schedules to this agreement and we shall use reasonable endeavours to meet these times and dates save that time shall not be of the essence in respect of these times or dates and you acknowledge that all timeframes are estimates only and that service levels set out in schedule 1 and 2 are target service levels only and we shall have no liability to you should they not be met by us.
- 1.3. To enable us to provide the Service, Customer will ensure that Customer:
 - 1.3.1. prepares the Sites and its networks in accordance with our guidelines to use the Service;
 - 1.3.2. provide full access to their Sites and networks and make available such office and technology facilities as may be necessary to provide the Service,
 - 1.3.3. provides a suitable operating environment for the equipment in accordance with the manufacturer’s operating instructions,

- 1.3.4. promptly furnishes us with such information and documents as we may reasonably require for the proper performance of the Services,
- 1.3.5. obtains all third party consents, licenses and rights reasonably required in order to allow us or our subcontractor to provide the Service and be responsible for complying with any applicable laws, statutes, regulations and codes of practice, in relation to the Services;
- 1.3.6. put in place adequate security and virus checking procedures in relation to any computer facilities to which Customer provides us with access; and
- 1.3.7. has sufficient bandwidth to use the Service.
- 1.4. Where Equipment is provided as part of a monthly service fee or is not paid for in full we reserve the right to request return of the Equipment at your cost. You agree to return such equipment to us on termination of your contract for any reason.
- 1.5. If the Customer's Hosted IP Service includes our Ethernet then the Customer must install the router at the Site or Sites where this is required and we shall not bear any liability for any failure to install may cause.
- 1.6. We do not issue any IP address to be used with this Service. 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.
- 1.7. The Service supports 999 public emergency call services and such calls will be routed to the national emergency call handling agents. However, these services do not operate in the same way as PSTN fixed line 999 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of connectivity to the internet for whatever reason. In such circumstances, Customers is advised to operate a separate line to make the emergency call. Furthermore, it may on occasions not be possible for emergency services personnel to identify a Customer's location and telephone number so this information should be stated promptly and clearly when making such a call.
- 1.8. We shall comply with requests for Portability on reasonable terms from other communications network operators as soon as reasonably practicable.
- 1.9. We shall provide Portability services to you in accordance with our "Number Portability Policy" which is published on our Website from time to time. We will charge a fee, to be payable by you, of £30 for each line ported-in and each line ported-out on cancellation, as well as a per-line cancellation fee of £30.

2. YOUR OBLIGATIONS

- 2.1. You will be responsible for procuring any third party consents that may be required by us (and/or our subcontractors) to provide the Installation Service and/or the Service, including, for example, landlord consents, wayleave consents and access consents. You will be responsible for the costs of procuring any such third party consents.
- 2.2. You will be responsible for providing named contacts (and any replacement contact(s)) and ensuring that they have the appropriate level of authority to make decisions relating to the Installation Service and the Service.

- 2.3. Where any part of the Service is a professional service to be provided at a Site, you will ensure that our staff and contractors have a safe place to work, and you will notify us (and our contractors where applicable) of any health and safety rules which apply to that Site. We will use our reasonable endeavours to ensure that our staff and contractors comply with such rules when working on your premises.
- 2.4. You will:
- 2.4.1. perform all your obligations under the Contract,
 - 2.4.2. follow our reasonable instructions,
 - 2.4.3. provide us with up-to-date information, cooperation, support, and access, at your cost, to enable us to perform our obligations under the Contract
 - 2.4.4. provide us with office, information technology, and telecommunications facilities (including full remote access), at your cost, to enable us to perform our obligations under the Contract,
 - 2.4.5. supply on an ongoing basis, at your cost, all space, power supply access points, cables, trunking, electricity, air conditioning and any other facility as may be defined following the site survey required to receive the Installation Service and the Service, and
 - 2.4.6. keep full and up-to-date secure backup copies of the data on the Network in accordance with good industry practice, and
 - 2.4.7. comply with and maintain compliance with all such laws and regulations that relate to their provision of telecommunications and other products or services supplied by us.
- 2.5. You will not allow any unauthorised Customer or any third party to access or use the Equipment and / or the Service, and shall take all reasonable security precautions to avoid such unauthorised access or use, and / or add to, modify, or interfere with in any way, the Equipment and / or the Service.
- 2.6. The Services permits you to upload music files for the music on hold feature. You agree to obtain any necessary licenses and consents as may be required and agree to indemnify us from any direct or indirect claims where you fail to do so. If you require further information on this then please contact the Performing Rights Society (PRS).

3. YOUR USE OF THE SERVICE

- 3.1. You will not use the Service in any way that would constitute or contribute to the commission of a crime, tort, fraud, or other unlawful activity (including activities deemed unlawful under a complainant's legal jurisdiction) ("Laws"). You will indemnify, and keep us fully indemnified, against all costs, claims, demands, expenses, and liabilities arising out of, or in connection with, any claim that the Service (or its use) infringes any Laws.
- 3.2. You warrant that any material and / or communication received, transmitted, hosted, or otherwise processed using the Service will not be menacing, of a junk mail or spam like nature, illegal, obscene, threatening, defamatory, discriminatory, promote illegal or unlawful activity, or be otherwise actionable or in violation of any rules, regulations, or laws to which the Service is subject, and will not infringe the intellectual property rights of TelcoSwitch

Limited, techsapiens Ltd or any third party. You will indemnify and keep us fully indemnified against all costs, claims, demands, expenses and liabilities arising out of or in connection with any breach or reasonably suspected breach of this Clause

3.3. You shall agree that:

- 3.3.1. all Equipment will be housed in accordance with our or our subcontractors' instructions,
- 3.3.2. Equipment shall be kept at the Customer's premises and stationary at all times,
- 3.3.3. the Customer will not add, modify, relocate, reconfigure or in any way interfere with the Equipment,
- 3.3.4. the Customer will not cause the Equipment to be removed, repaired, serviced or otherwise attended to except by authorised representatives,
- 3.3.5. the Customer will not remove, tamper with or obliterate any words or labels from the Equipment of any parts thereof
- 3.3.6. the Customer will not use the Equipment except in accordance with such written instructions as may be notified by us or our subcontractor from time to time.

4. EQUIPMENT MAINTENANCE

- 4.1. We shall not be liable for any failure to achieve the required service level to the extent that such failure results from:
 - 4.1.1. your breach of any of your obligations under these terms,
 - 4.1.2. a failure attributable solely to the use of public telecommunications links,
 - 4.1.3. an event of force majeure or matter beyond our reasonable control.
- 4.2. Without prejudice to any other right or remedy you may have under this Agreement, if we fail to meet any of the service level commitments we will use reasonable endeavours to remedy such failures which will include us or our subcontractor:
 - 4.2.1. investigating the cause of the failure or problem and discussing investigation results with you,
 - 4.2.2. finding a solution to such failures that is acceptable to you,
 - 4.2.3. advising you of the status of all remedial efforts
- 4.3. Save as expressly provided by this Clause 4 we do not give any warranty condition or undertaking as to the state of such Equipment other than that the configuration work will be performed correctly.

5. RISK AND WARRANTY

- 5.1. On delivery of the Equipment to you full risk of damage to, or loss of, such equipment shall pass to you.
- 5.2. For a minimum period of 12 months from delivery, if any Equipment materially fails to comply with the manufacturer's specifications (a "defect"), you will immediately notify us of

such defect, and we will investigate such defect. If we agree that the Equipment has a defect, we will replace the Equipment.

6. FEES AND PAYMENT

- 6.1. All pricing will be indicative only and is not binding until confirmed by us. The pricing given is valid at the point of quote, but it can only be confirmed after the site survey. Additional charges, such as but not limited to excess construction charges, may be applied, following the site survey. All prices are quoted are exclusive of VAT. Prices are valid for 30 days only.
- 6.2. Following Acceptance, you must pay the Service Fee monthly in advance, the Installation Fee upfront and any usage fees, if applicable, monthly in arrears. If specified on the Service Agreement, you may pay the Installation Fee monthly in advance in lieu of the upfront fee.
- 6.3. Unless otherwise agreed by us in writing, any discount specified on the Service Agreement shall only apply during the Initial Term, and shall not apply to subsequent Service periods.
- 6.4. After the Initial Term, we shall be entitled to revise any fees under the Service Agreement to reflect our then current standard rates by giving you not less than thirty (30) days' written notice.
- 6.5. We shall be entitled to increase the Service Fee at any time with immediate effect where we can reasonably demonstrate that such an increase is due to an increased cost of providing the Service caused by a third party supplier, or legal or regulatory change. Any such increase in the Service Fee will not exceed the increased cost incurred by us in providing the Service.
- 6.6. We may require you to pay a deposit and / or require you to procure that your parent company or related company guarantees the payment of any fees under the Agreement. You agree to enter into (and / or procure the execution of) any agreement or deed reasonably required for any such purpose.
- 6.7. All Charges due to us for traffic routed via any IP address to be used with this service shall be paid in full by you by the due date notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of us or our employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by us.
- 6.8. Should any of your site configuration change following site survey and additional engineering time or equipment is required to fulfil the installation, to avoid the need for a rescheduled appointment, you agree to any additional works that may be carried out by our engineer up to a value of £500 without us seeking further confirmation from you. Should the value exceed £500 then we will only carry out this additional work on your written or email confirmation.

7. SERVICE SUSPENSION

- 7.1. By giving reasonable notice to you, or if this is not practicable, such notice as is reasonably practicable in the circumstances, we may suspend the Service (or any part of the Service) for reasons to include but not limited to:
 - 7.1.1. for operational reasons in accordance with the service levels, or

- 7.1.2. if required because of a regulatory or legal change, or
 - 7.1.3. if we are obliged to comply with the order, instruction, or request of a court, government, agency, emergency service organisation, or other competent administrative or regulatory authority, requiring suspension to the Service, or
 - 7.1.4. if your use of the Service may damage or disrupt the proper functioning of the infrastructure and / or equipment used to provide services to our other Customers, or
 - 7.1.5. if we have reasonable grounds to believe that you are in breach of your obligations, and you either fail to remedy that breach or fail to demonstrate to our reasonable satisfaction that no breach took place within two (2) Working Days of written notice of the suspected breach for a serious breach (serious breach to include, but not limited to, a breach likely to cause serious damage to us or our brand, or that of our contractors, or result in legal action by a third party) or within ten (10) Working Days of written notice of the suspected breach for other breach,
 - 7.1.6. if an undisputed invoice (or an undisputed part of an invoice) is not paid in full by the due date, provided that we have given you at least five (5) Working Days' notice of such non-payment.
- 7.2. Suspension of the Service shall cause our service level obligations to be excluded for the period of the suspension. Such suspension of the Service shall continue for as long as any of the circumstances in Clauses 7 continues.

8. TERM AND TERMINATION

- 8.1. Your obligations under this Agreement will commence on the date you sign up to the Service.
- 8.2. Where you have purchased a recurring license including a free of charge handset (handset specification to be determined between the parties) the initial minimum term of contract for each Service you purchase per Customer is thirty-six (36) Months (unless otherwise agreed by us in writing). At the end of the initial minimum term and subsequent terms, the contract will automatically renew for a further period of twelve (12) months, unless we receive prior notice from you giving a minimum of sixty (60) days written notice of your wish to terminate the Service. Such termination is not to take place earlier than the expiry of the current term or renewed term.
- 8.3. Where you have purchased a recurring license without a free of charge handset, the initial minimum term of contract for each Service you purchase per Customer will be 12 months. At the end of the initial minimum term and subsequent terms, the contract will automatically renew for a further period of 12 months, unless we receive prior notice from you giving a minimum of sixty (60) days written notice of your wish to terminate the Service.
- 8.4. Where within the Initial Term you require additional phone lines for more Users beyond those that you initially registered, if such extensions are added within 6 months from the start date of the Initial Term then such additional extensions shall terminate on the date of the original extensions. Where additional extensions are added after the 6 month period

then such extension shall be subject to a new Initial Term unless otherwise agreed by us in writing.

- 8.5. We shall have the right, by giving written notice to you, to terminate the Agreement immediately if you:
 - 8.5.1. commit any material breach of your obligations, and fail to remedy that breach within twenty-eight (28) days of written notice of that breach. The twenty-eight (28) day period only applies where a breach is capable of remedy; if it is incapable of remedy, the Agreement may be terminated by written notice immediately), or
 - 8.5.2. have a winding up petition presented, or enter into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction without insolvency), or makes an arrangement with your creditors or petitions for an administration order, or has a receiver or manager appointed over any of your assets, or generally becomes unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986.
- 8.6. We may terminate the Service or part thereof on 60 days written notice to you provided that such notice extends the termination date beyond the end of the minimum term as set out in this Agreement.
- 8.7. Where the Agreement is terminated or otherwise brought to an end, all Fees for the remainder of the initial term or the renewed term (as applicable) shall become payable immediately.
- 8.8. If you cancel an ordered Service or any part of it, notwithstanding that such order has only been provisionally accepted by us, you agree to reimburse us for any costs we have incurred in preparing to deliver the Service in addition to the standard cancellation charge, as may be applicable at the time.
- 8.9. We shall have the right to terminate the Agreement immediately if required because of a regulatory or legal change or are required to do so by a direction of Ofcom.

9. LIABILITY

- 9.1. We shall not be liable for any delay or failure in performing our obligations or failure to meet any dates under the Agreement caused by any circumstances beyond our reasonable control (such circumstances including, without limitation, any regulatory or legal change).
- 9.2. All warranties, conditions, obligations, or implied terms which are implied into the Agreement by statute, custom, or law are hereby excluded to the maximum extent permissible in law.
- 9.3. We do not exclude or limit our liability for death or personal injury caused by our negligence, and/or
 - 9.3.1. breach of the obligations arising from section 12 of the Sale of Goods Act 1979 (seller's implied undertaking as to title, etc.), and / or

9.3.2. breach of the obligations arising from section 2 of the Supply of Goods and Service Act 1982 (implied terms about title, etc. in certain contracts for the transfer of property in goods), and / or

9.3.3. fraudulent misrepresentation.

9.4. We shall not be liable to you for any loss of profit, loss of revenue, loss of anticipated savings, loss of goodwill, loss of data and / or perceived damage to reputation.

SCHEDULE 1

SUPPORT LEVELS

SUPPORT SERVICE	STANDARD	EXTENDED	PREMIUM
Supported hours (*only provided on working days)	9am – 5pm Mon – Fri*	8am – 7pm Mon – Fri*	Mon – Fri : 9am – 5pm Sat: 9am – 6pm Sun: 10m – 6pm
Contact with techsapiens Support	Email/Telephone	Email/Telephone	Email/Telephone
Initial Response Time within supported hours	8 hours	4 hours	1 hours

CATEGORY	DESCRIPTION	UPDATE TIME	ESCALATION TIME & PROCESS
Priority One	The Customer Site is unable to receive any of the services provided by the Platform.	Every 2 hours	After 8 hours to Operations Director (Account Manager Informed) After 48 hours to CEO
Priority Two	The Customer Site is unable to receive some of the services provided by the	Every 24 hours	After 48 hours to Operations Director (Account Manager Informed) After 5 days to CEO

	Platform but not all of them.		
Priority Three	The Customer Site is able to receive the services provided by the Platform but there has been a serious problem noted.	Every 48 hours	N/A
Hardware Issue	There is a fault with the Hardware used as part of the Platform	Refer to	

SCHEDULE 2

SERVICE LEVELS & LEAD TIMES

Provisioning

All stated timelines are from the receipt of a fully validated order and they exclude any activity that requires site survey, non-gold addresses or installations that require additional line plant. Timelines are subject to supplier engineer availability and failure to meet the guidelines below will not result in any financial compensation. All timelines are stated in working days.

PRODUCT	ORDER TYPE	TARGET PROVISION TIMELINE
CloudVoice CS	Delivery of Handsets	5 days (subject to completed site survey, access provision, access stabilisation and agreed installation date)
Number Porting	Single Numbers	7 – 10 days (maximum lead times shown, dependent on current Communications Provider)
Number Porting	Multiline (no DDIs)	4 – 7 days (maximum lead times shown, dependent on current Communications Provider)
Number Porting	Multiline (with DDIs)	17 – 25 days (maximum lead times shown, dependent on current Communications Provider)

Repair

Please note that the following table excludes service requests and is based on the assumption that the incident has been successfully reported by telephone to the appropriate department.

All resolution timescales are based on the delivery of either full resolution or workaround and any issue requiring significant product development will follow standard service request principles.

For faults where we need to involve our external suppliers, the following Service Levels may not apply, although the target resolution timeline will still be our aim. Failure to meet the guidelines below will not result in any financial compensation.

All timelines are in working days.

PRODUCT	PRIORITY OR CARE LEVEL	TARGET RESOLUTION TIMELINE
CloudVoice CS platform	Critical Fault - Loss of service. Multiple services affected	4 clock hours
CloudVoice CS platform	High - Loss of service - single customer or service	8 clock hours
CloudVoice CS platform	Medium - Disrupted service	3 working days
CloudVoice CS platform	Low - Single number destinations or Quality of Service	7 working days

Please note that clock hours run during the time in which the fault is within our control. Where a fault is with the customer for further action, the clock stops and will restarts when details are confirmed back to us.

Service Availability

We are able to provide service availability for CloudVoice CS platform. Service Availability is defined as the ability of a Service to perform its required function over a stated period of time. It is reported as the percentage of time that a Service is actually available for use by the customer within agreed Service Hours.

Availability is calculated as:

(Total number of minutes in the measurement period – Unplanned Downtime) x 100

Total number of minutes in the measurement period

Note: If a Service is partially available then the Unplanned Downtime shall be calculated in equal proportion i.e. if a service is 50% available then the unplanned downtime will be calculated as 50% x elapsed period of the incident. Availability Measurement Period: 1 Calendar month.

Target availability for each service components is as follows:

SERVICE	CORE SERVICES	NON-CORE SERVICES
CloudVoice CS Auto Attendant, Call Recording, and Unified Messaging subscriptions		99.5%
CloudVoice CS Graphical User Interface (GUI)		99.5%
CloudVoice CS user subscriptions	99.5%	
SIP Trunk Endpoint Resilient Build (3)	99.99%	99.5%
SIP Trunk Endpoint Standard Build	99.95%	99.5%

The following shall not be included when calculating the Service Levels:

- Outages which are deemed by us to be the result of matters outside of its direct control
- Planned or notified emergency maintenance works
- User error

Notes Related To Service Availability

- Core functions are defined as TelcoSwitch Switching infrastructure, transmission equipment and core network, the service that supports call routing and termination.
- Non-Core functions include TelcoSwitch Support Systems, access to any relevant portals and feature based services such as Call Plans, Call diverts, Auto Attendant, Call Recording, and Unified Messaging
- Please note the Service Availability relates to the core CloudVoice CS services and does not include access or local CPE elements.

Call Quality Performance

As a means of determining and measuring the call quality of the CloudVoice CS service, TelcoSwitch measures the call quality of calls passing through the TelcoSwitch core IP network and Platform. The performance is measured using Mean Opinion Score (MOS) that cover a scale from 1 (poor) to 5 (excellent) for call quality. The CloudVoice CS Product supports the following codecs, G.711 and G.729 for external call termination.

The MOS score targets for the supported CODECs for the CloudVoice CS product are as follows:

CODECS	MEAN OPINION SCORED	PERIOD
G.711	4.5	One Calendar Month
G.729	4.0	One Calendar Month

The targets are measured using our SIP Monitoring Service, auto generating report every 24 Hours. These performance measures apply to the performance provided within the core TelcoSwitch network.

Service Credits

Service credits will be applicable should the level of core service availability not meet the target monthly percentage, as per the table below. Service credits will be applied to the monthly subscription charges only. Service credits would need to be requested by the Customer with evidence of services that you feel have been impacted. Any agreed service credits would be applied against the next scheduled payment to be made.

TARGET AVAILABILITY	MEASURED AVAILABILITY	SERVICE CREDIT
99.95%	99.90% - 99.94%	5%
	99.5% - 99.89%	7.5%
	<99.5%	10%