

# Terms and Conditions

## 1 INTERPRETATION

- 1.1 In these terms and conditions ("Conditions"), words and expressions shall have the same meanings as assigned to them in the FLUIDONE LIMITED Terms of Business, except or as additionally detailed below:

<b>"Authorised User" or "User"</b>	mean a person granted access from time to time by the Company, for the use of the Services;
<b>"Cloud Based Components"</b>	means telephony platform, reporting, SIP trunking and audio and video bridges provided as part of the Services
<b>"CPIM"</b>	means a client project initiation meeting, required for each project on a case by case basis;
<b>"Fix" or "Fixed"</b>	means that the hardware or software is returned to service;
<b>"Initial Term"</b>	means the period commencing on the Operational Services Date and for the period as set out in the Service Contract (or 12 months if not so specified) subject to continuation in accordance with clause 9.1;
<b>"PIM"</b>	means a project initiation meeting held by FLUIDONE LIMITED internally;
<b>"Planned Engineering Work (PEW)"</b>	means scheduled engineering work on the Services which FLUIDONE LIMITED will give notification to the Customer of from time to time;
<b>"Service Desk"</b>	means FLUIDONE LIMITED support on the Services, accessible at the times indicated within these Conditions;
<b>"Suppliers" or "Vendors"</b>	Means the suppliers of services and/or equipment to FLUIDONE LIMITED necessary for the performance of Services by FLUIDONE LIMITED to the Customer

- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.3 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.4 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done;
- 1.5 Where a Master Services Agreement (MSA) is in force between FLUIDONE LIMITED and the Customer, any special terms detailed within it shall have precedence over the terms in these Conditions.

## 2 SCOPE

- 2.1 These terms and conditions represent Service Specific Terms and Conditions for Voice Services provided by FLUIDONE LIMITED.
- 2.2 FLUIDONE LIMITED shall supply the Services to Customer pursuant to Service Contracts arising in accordance with and subject to the provisions of the Service Contract. Service Contracts shall come into effect in accordance with the procedures identified in clause 3 of the Standard Terms of Business ("STB").

## 3 SUPPLY OF THE SERVICE

- 3.1 The Service consists of the access to and right to use cloud-based IP telephony service based on the BroadSoft software platform, Equipment such as phone handsets, and call carriage, all with ancillary services as detailed on the Order Form in accordance with these Conditions.
- 3.2 The Customer shall at its own expense supply FLUIDONE LIMITED with all necessary information required by FLUIDONE LIMITED for the provision of Services in a timely manner. The Customer warrants that the information supplied shall be accurate to the fullest extent possible. The Customer acknowledges FLUIDONE LIMITED will not process an Order Form if such information is inaccurate and shall not be held liable for a delay in the provision of Services in such instances. FLUIDONE LIMITED reserve the right to charge for additional time incurred on a time and materials basis in the event the project is delayed beyond a reasonable time, which shall be determined in FLUIDONE LIMITED' absolute discretion
- 3.3 FLUIDONE LIMITED may at any time by giving (where possible) reasonable prior written notice to the Customer make any changes to the Service which are either necessary to comply with any applicable safety or other statutory or regulatory requirements, or which do not materially affect the nature or quality of the Service.

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3.4 FLUIDONE LIMITED shall provide to the Customer in accordance with the Order Form the following as part of the Service;

(a) **Core Software Components**

- (i) **User Licences:** Authorisation that grants Customer and Customer end-user the right to use a software described in these Conditions.
- (ii) **Additional Features:** Providing additional optional features for individuals and groups
- (iii) **Session Initiation Protocol ("SIP") Trunking:** Provided directly from a BroadSoft platform enabling the Customer to connect a Site directly to the PSTN via the internet.

(b) **Additional Unified Communication Features**

- (i) **Virtual Meeting Room:** Video conferencing enabling video, audio and web conferencing.
- (ii) **Akixi Real Time Reporting:** Provides Customers with in depth knowledge of their network.
- (iii) **Dubber Call Recording:** Call recording software strengthened by analytics and visual dashboards.
- (iv) **Interactive Voice Response (IVR):** Automated voice response facilities.

## 4 SUPPLY OF EQUIPMENT

4.1 FLUIDONE LIMITED shall provide to the Customer in accordance with the Order Form the following as part of the Service;

(a) **Core Hardware Components**

- (i) **Phones and Headsets**
- (ii) **Conference Phones**
- (iii) **Wireless Handsets**

4.2 Unless otherwise agreed, the Equipment is supplied in accordance with the manufacturer's standard specifications which may be improved, substituted or modified. FLUIDONE LIMITED shall use its reasonable endeavours to inform the Customer, should there be a material change to the Equipment which materially affects the Services.

4.3 The Customer is deemed to have carefully selected the Equipment and be satisfied that they are fit for the desired purpose. FLUIDONE LIMITED will have made representation as to the suitability based upon information given by the Customer prior to acceptance and delivery of Services. In making such representations, FLUIDONE LIMITED will rely on such information provided by the Customer and will not validate it nor take responsibility for it or the consequences of using it.

4.4 For the supply of Equipment, the Customer, at his own expense, will suitably prepare the premises for the Equipment and provide all necessary electrical and other installations and fittings and a suitable electrical supply.

4.5 FLUIDONE LIMITED will use reasonable endeavours to achieve the requested or discussed delivery dates. However, any time or date named by FLUIDONE LIMITED for the delivery of any Equipment or Service is given as a forecast in the light of prevailing conditions and is given and intended as an estimate only.

4.6 If notwithstanding FLUIDONE LIMITED's reasonable endeavours, FLUIDONE LIMITED fails to despatch or deliver the Equipment or Service by such time or date, such failure shall not constitute a breach of the Service Contract and FLUIDONE LIMITED will not be liable to the Customer to make good any damage or loss whatsoever, whether arising directly or indirectly out of any delay in delivery.

4.7 In the event that, for any reason, FLUIDONE LIMITED is unable to supply any Equipment or Service on or at the time or date named for delivery, such time or date shall be postponed for a reasonable period.

4.8 Delivery shall be taken by the Customer no later than the date named for delivery or, if no date has been named, at the date when FLUIDONE LIMITED is ready to deliver the Equipment and or Service.

4.9 FLUIDONE LIMITED shall be responsible for the procurement of and facilitating the supply of, the Service to the Customer subject to the Service Contract. Any changes or additions to the Service or the Service Contract must be agreed in writing by FLUIDONE LIMITED and the Customer in accordance with clause 7 of the STB and Clause 12.

## 5 CHARGES

5.1 The Customer shall pay to FLUIDONE LIMITED the amounts specified in the Service Contract and any additional sums which are agreed in writing in advance between FLUIDONE LIMITED and the Customer for the provision of the Service or which are required as a result of the Customer's instructions or lack of instructions, the inaccuracy

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of any information provided by the Customer or any other cause attributable to the Customer.

- 5.2 FLUIDONE LIMITED shall be entitled to vary any amounts specified in the Service Contract at any time by the provision of thirty (30) days' notice in writing. Where such increase exceeds the increase in the Retail Prices Index from the last variation, the Customer has the right to terminate the Service Contract by the provision of 30 days' notice at any time within two calendar months of such notice.
- 5.3 All charges quoted to the Customer for the provision of the Services are exclusive of any VAT, for which the Customer shall be additionally liable at the applicable rate from time to time.
- 5.4 Unless otherwise agreed between the Customer and FLUIDONE LIMITED and set out in the Service Contract, FLUIDONE LIMITED shall be entitled to invoice the Customer as follows:
  - (a) In respect of Equipment ordered and the charges identified in the Service Contract, FLUIDONE LIMITED shall invoice upon placing the order for the Customer
  - (b) In respect of rental charges identified in the Service Contract (e.g. licences), FLUIDONE LIMITED shall invoice in advance at the beginning of each month, with the first invoice on the Operational Service Date.
  - (c) For usage charges, FLUIDONE LIMITED shall invoice monthly in arrears.
- 5.5 The amounts specified in FLUIDONE LIMITED invoices to the Customer and any additional sums payable shall be paid by the Customer (together with any applicable VAT) within thirty (30) days from receipt of FLUIDONE LIMITED invoice by the Customer.

## 6 CUSTOMER OBLIGATIONS

- 6.1 The Service is provided to Authorised Users nominated by the Customer. Each Authorised User shall keep a secure password to the FLUIDONE LIMITED Voice Services management portal, and such password shall be changed no less frequently than monthly and that each Authorised User shall keep his password confidential.
- 6.2 Customer must inform FLUIDONE LIMITED immediately if Customer suspects that any password of Customer administrator in relation to the Services has or may have become known to someone who is not authorised to use it to enable FLUIDONE LIMITED to create a new password or disable access to the Services in relation to the affected party.
- 6.3 If FLUIDONE LIMITED reasonably suspects that there has been or is likely to be a breach of security or a misuse of the Services, FLUIDONE LIMITED may change the password of an Customer administrator and notify that User accordingly.
- 6.4 Customer is responsible for maintaining the confidentiality of passwords associated with its use of the Services. Customer must promptly notify FLUIDONE LIMITED about any possible misuse of its accounts or authentication credentials, or any security incident related to the Services, but remains responsible for any use made of the Services.
- 6.5 The Customer shall provide any information reasonably required by FLUIDONE LIMITED for the performance of Services in a timely manner and fully co-operate with FLUIDONE LIMITED lawful instructions. FLUIDONE LIMITED shall not be held liable for a delay in the performance of Services unless due to FLUIDONE LIMITED' own negligence.
- 6.6 The successful and timely provision of Services by FLUIDONE LIMITED is dependent upon the Customer's prompt performance of the Customer Obligations, including all of the obligations specified in the Standard Terms of Business, the responsibilities further described in this Clause 6 and any other such obligation which by its nature is the Customer's responsibility and obligation.
- 6.7 The Customer shall provide, at no charge to FLUIDONE LIMITED;
  - (a) the contact details for the Customer project manager and information of two Site contacts (per Site) at the CPIM, who shall provide Site specific details and arrange access to engineers. The Customer shall provide access during normal business hours (unless otherwise agreed between the Parties), but FLUIDONE LIMITED shall endeavour to keep disruption to Customer staff and Site to a minimum;
  - (b) full and free access to hardware/software required for the performance of Services;
  - (c) working space and adequate facilities, including data and electrical outlets within a reasonable distance from the Equipment;
  - (d) the contact details for the Customer service desk and to put in place internal support arrangements to ensure issues reported are reproducible within the scope covered by the Service Contract;
  - (e) ensure access to the Service Desk is made by suitably qualified personnel.
- 6.8 Customer may use the Services only in accordance with the Service Contract. Customer may not reverse engineer, decompile, disassemble or work around technical limitations in the Services, except where applicable law permits it despite this limitation. Customer may not disable, tamper with or otherwise attempt to circumvent any billing mechanism that meters the use of the Services. Customer may not interfere with any use by other authorised users of the Voice Services management platform. Customer may not rent, lease, lend, resell, transfer,

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or sublicense any Service to or for third parties.

- 6.9 Once acceptance at a site is achieved, support call to FLUIDONE LIMITED must be made by the Customer's IT support desk. The Customer shall ensure that staff other than from the Customer IT support desk do not contact FLUIDONE LIMITED or FLUIDONE LIMITED's Supplier directly, except where such contact is requested by FLUIDONE LIMITED or that Supplier in the context of a support call.
- 6.10 The Equipment provided by FLUIDONE LIMITED under these Conditions may be subject to certain conditions of use specified by the original manufacturer, and Customer agrees to be bound by and respect any such restrictions or conditions at all times. FLUIDONE LIMITED will endeavour to provide information to the Customer concerning these but it is Customer's responsibility to ensure that it is aware of and complies with any such restrictions and conditions.
- 6.11 The Customer must ensure that the Products are serviced, maintained and used properly and in accordance with FLUIDONE LIMITED's and/or the Supplier's recommendations (and any guarantee or warranty) and are not fitted or used with any parts, accessories or ancillary equipment other than those recommended by FLUIDONE LIMITED or stated by FLUIDONE LIMITED to be suitable.
- 6.12 FLUIDONE LIMITED may engage the services of one or more Suppliers to fulfil the Services detailed in the Order Form. However, full responsibility for the provision or maintenance of the Services in the Service Contract remains with FLUIDONE LIMITED for the duration of the Service Contract.

## 7 INSTALLATION AND TRAINING

- 7.1 Each Order Form will be subject to the formal FLUIDONE LIMITED project delivery process, except where agreed differently between the Parties. The activities described below are carried out only for the scope of the FLUIDONE LIMITED supply. Where the Customer has responsibilities for the supply of certain elements of infrastructure or WAN, the Customer is responsible for providing all necessary services to ensure that the elements of infrastructure are provided within the agreed timescales.
- (a) **Project Management.** FLUIDONE LIMITED will provide a project manager to manage the delivery of the Customer project. The Project Manager is responsible for implementation of the following from contract award to final acceptance:
- Single point of contact and accountability;
  - Providing the Services according to contractually agreed specifications;
  - Organise a Customer Project Initiation Meeting (CPIM) to confirm scope and constraints of the Project and communicate working practices;
  - Organise progress meetings with the Customer on a regular basis (usually weekly) to report on progress and resolve issues;
  - Establishment and maintenance of plans to control the provision of the Services
  - Liaising with the Customer's project manager/owner;
  - Risk management and mitigation;
  - Coordinate Project team/resources (national and international);
  - Managing subcontractors and internal parties;
  - Managing Change Requests in relation to the project;
  - Managing acceptance procedure;
  - Production of migration plans, as required;
  - Responsible for handover to customer service/billing;
  - Project closure/evaluation meeting.
- (b) **Technical Design and Site Set-Up.** FLUIDONE LIMITED will establish and validate the voice solution design working from the Customer's requirement (as communicated to FLUIDONE LIMITED by the Customer). FLUIDONE LIMITED will request certain site set up information from the Customer in the form of a Site Set Up Form per site. and provide, a Project Specification with a further break down by site based on the Site Set-up document received. For substantive implementations, a Project Specification will document the requirement, high level design and other details concerning the implementation and support processes and this document will be presented for approval by the Customer in accordance with Clause 8.1.
- (c) **Installation and Testing:** FLUIDONE LIMITED will integrate the voice solution with the carrier services and infrastructure design to mitigate the risk of downtime or interruption to business systems. FLUIDONE LIMITED implement sequential testing procedures and 'back step' scenarios throughout the installations.
- This includes:
- Setting up the Customer on the Voice Service provisioning portal, creating users, applying licenses etc.
  - Offsite configuration and staging of new handsets.

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- Installation and commissioning of new handsets at central and remote sites.
- Porting of any existing numbers.
- Acceptance testing.

- (d) **Training:** Unless otherwise specified on the Order Form, FLUIDONE LIMITED will provide training for Customer administrators only. FLUIDONE LIMITED shall provide a general overview of the BroadSoft platform to Customer administrators in the form of a workshop session, at a time agreed with the Customer, and will provide any material used in the workshop to the Customer. FLUIDONE LIMITED is able to provide manuals to assist Authorised Users to familiarise themselves with the operation of their handsets. Where Customers have opted for supplementary services such as the Akixi Reporting or Dubber Call Recording, the Customer shall be able to access a 'help' section, and in addition to this, FLUIDONE LIMITED will assist the Customer to set up the service.

- 7.2 Where participation by, or access by FLUIDONE LIMITED to, the Customer's own staff is necessary in relation to the Service Contract and any Services, the Customer agrees that such staff shall be available at the times agreed by the Parties. In reaching such agreement, the Customer shall endeavour to meet any reasonable timetable proposed by FLUIDONE LIMITED. Furthermore, the Customer shall ensure that such staff possess the appropriate skills and experience for the tasks assigned to them

## 8 DOCUMENTATION

### 8.1 Project Specification (PSpec)

The PSpec documents the Customer requirements for an installation project, any solution design proposed to meet those requirements together with its limitations and any assumptions made. The document extends to requirements and constraints for the implementation and support processes.

Approval of the PSpec by the Customer is confirmation that the information and requirements within it are complete and accurate for the purposes of delivering the project. Where the document (or a new version of it) is agreed after signature of the Service Contract, it does not constitute approval of any consequential impact on the Service Contract. Where an approved PSpec details a scope of work which differs from that given in the Service Contract, a contract amendment must be agreed between the Parties to bring all aspects of the Service Contract into alignment with the Statement of Requirements, including timescales and charges. In such a case, FLUIDONE LIMITED shall not be obliged to proceed with the implementation of the Services until the contract amendment is approved by both parties. FLUIDONE LIMITED is entitled to correct any typographical or other errors or omissions in any Document relating to the provision of the Products and or Service ensuring the Customer is notified of the said changes.

### 8.2 Site Set-up Form

This form breaks down the services to be deployed at each site and requests details of handsets required, user names, DDI's, calling plans, group licences and their set-up and any numbers which are to be ported. Customer is requested to confirm that all details on the Site Set-up form are correct, and thereafter FLUIDONE LIMITED will rely on this information and will deliver in accordance with it. Any changes to the form may then incur additional charges. Where FLUIDONE LIMITED is required to validate information on the form (For example against legacy system records, or with users on site) a Data Validation Charge will be made at the rate given in the current FLUIDONE LIMITEDvoice® Prices and Charges list.

### 8.3 Project Plan

This shall be established in discussion with the Customer and will be dependent on the size of the Project. The Project Plan shall be submitted to the Customer for approval and any time frames contained within a Project Plan are indicative only.

### 8.4 Testing and User Acceptance Form

The form presented by FLUIDONE LIMITED detailing the tests for acceptance process for the delivered Equipment and Services. A project may generate a number of such forms for the various elements or sites of the project. With the agreement of both Parties, the project closure meeting can incorporate acceptance of part or the entire project evidenced by signature of the minutes of the meeting.

## 9 ACCEPTANCE

- 9.1 The delivery, test and acceptance process for a project will be achieved on an incremental progressive basis. For each element of the supply, an acceptance test plan will be proposed by FLUIDONE LIMITED and presented for the approval of the responsible Customer Project Manager who shall approve the plan without undue delay.
- 9.2 Unless otherwise stated on the Order Form, Customer recognises that the acceptance operations of this Clause 9 are limited in scope to the Services provided in the Order Form.
- 9.3 Porting of existing phone numbers will take place after the Site has been set-up to avoid any potential loss of

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service on the existing numbers. The FLUIDONE LIMITED project manager will agree a time with the Customer and the current provider of the numbers to transfer the numbers to FLUIDONE LIMITED and onto the voice platform.

- 9.4 FLUIDONE LIMITED will produce a Testing and User Acceptance Form, specific to the Customer Site based on the Site Set-Up Form to show the tests to be carried out. Where Services are provided over multiple sites, these tests shall be completed once all the Customer Sites have been provisioned. It may be necessary for the Customer to have local assistance at each site affected by the test, to assist FLUIDONE LIMITED.
- 9.5 At the time agreed between the Parties, the acceptance tests will be carried out, unless revised with written notice from the Customer or FLUIDONE LIMITED of no less than one (1) week. The Customer has the right to undertake, participate, or witness such tests, but the absence of the Customer shall not invalidate the tests, the results of which will be objectively documented by FLUIDONE LIMITED.
- 9.6 In the event the acceptance tests are successfully carried out and passed in accordance with the Testing and User Acceptance plan, the Project (or as appropriate, the elements of the Project) shall be deemed accepted, and the corresponding payment milestone achieved and paid in accordance with Clause 5. A Testing and User Acceptance Form shall then be presented by FLUIDONE LIMITED to the Customer and shall be signed within three (3) Business Days. Where acceptance is documented within a Project closure meeting, the minutes of the meeting signifying acceptance shall be signed by the Customer within three (3) Business Days.
- 9.7 In the event any tests detailed in the Testing and User Acceptance Form are not passed, FLUIDONE LIMITED will correct the underlying problem, re-publish the affected deliverables and repeat the corresponding individual tests which were not previously successfully carried out, and will repeat this process until all tests are successfully passed. Once successfully passed, Clause 9.6 shall apply.
- 9.8 Any product, document or facility used for operational or commercial purposes by the Customer shall be deemed accepted, irrespective of whether acceptance tests have been carried out and/or passed.

### 10 MANAGEMENT SERVICES

- 10.1 Cloud Based Components shall be monitored by FLUIDONE LIMITED or FLUIDONE LIMITED Suppliers. If there is an outage on the Cloud Based Components FLUIDONE LIMITED will endeavour to notify the Customer under the MSO notification process. For the avoidance of doubt, end user devices, such as handsets, will not be monitored by FLUIDONE LIMITED or FLUIDONE LIMITED Suppliers.

#### 10.2 Ticket Management

##### (a) Customer IT Service Desk

- (i) If the Customer's end user experiences a problem which impacts the Services, the end user shall report this to their own IT service desk.
- (ii) Customer IT Service Desk will assist the end user. If a resolution is not achieved, the Customer's IT Service Desk shall report this via phone or email to the FLUIDONE LIMITED-Service Desk as set out below;

Method	Contact Details
Telephone	+44 1293 229 216
Email	<a href="mailto:servicedesk@fluidone.com">servicedesk@fluidone.com</a>

- (iii) Prior to reporting a fault, the Customer service desk shall make a reasonable assessment to ensure that a fault is attributable to the FLUIDONE LIMITED Service, and not a localised fault.
- (iv) To enable the fault to be logged accurately, the Customer IT Service desk shall provide the following information:
- Site location;
  - Contact number;
  - The date and time the problem occurred;
  - Any Customer test results;
  - Impact of problem on live operations, based on the classifications set out in Clause 10.2(b);
  - A detailed description of the issue, including:
    - The components involved (carrier access circuit, phones, gateways, client switch, etc.);
    - The extension and phone numbers involved in the issue;

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- (c) Type of calls, actions, or user services impacted;
- (d) Frequency of the issue;
- (e) Any available logs and traps;
- (f) At least 3 call examples.

### (b) Service Desk

- (v) Should there be a failure in accordance with Clause 10.1, FLUIDONE LIMITED will email or phone the Customer service desk, as provided in accordance with Clause 6.7(d).
- (vi) Should there be a failure in accordance with Clause 10.2, upon receiving notification, the Service Desk will allocate a unique reference number to each fault, which shall be used in any subsequent discussion or correspondence. The Customer's own reference number may also be recorded and associated with the fault or problem. The provision fault logging, call prioritisation, progress reporting and response times for this part of the support service shall be as defined within the remainder of this Clause 10.2.
- (vii) If these actions have not resolved the fault, then the FLUIDONE LIMITED Service Desk will progress the fault through to resolution by liaising with 2nd and 3rd line support, for software diagnostics, and where appropriate invoking the Hardware Warranty process.
- (viii) The Service Desk will carry out initial diagnostics to understand whether the fault is local to the Customer or attributable to FLUIDONE LIMITED Service, with the assistance of the Customer service desk. FLUIDONE LIMITED shall be entitled to charge an additional fee to the Customer of £100 ex. VAT in the event a fault is determined to be local to the Customer or if a fault is logged with the Service Desk incorrectly.

### (b) Classification

- (i) In discussion with the Customer, FLUIDONE LIMITED will classify the Customer faults according to the severity criteria in this Clause 10.2(b). The classification of the fault will determine the frequency of updates to the Customer during the life of the fault.
- (ii) Incidents will be classified by severity in accordance with the following table;

Fault Level	Description	Notification frequency
<b>P1</b>	Severe impact or loss of entire service that cannot be circumvented and needs immediate corrective action. E.g. a total loss of service to a site.	Every hour, or as agreed with the customer
<b>P2</b>	Serious problem where service is partially interrupted or impaired or can be circumvented.	Every four hours, or as agreed with the customer
<b>P3</b>	Problems that do not significantly impair the functioning of the system and do not significantly affect service to customers. The fault is causing inconvenience to business operations, resulting in increased workload or reduced productivity.	Daily, or as agreed by with the customer
<b>P4</b>	A fault has no observable impact on production and causes minimum inconvenience and general enquiries.	Daily, or as agreed with the customer.

- (iii) Where the fault arises from any third party (that is not a Supplier to FLUIDONE LIMITED for this Service), the Customer shall endeavour to manage the resolution of the fault as soon as reasonably practicable, keeping FLUIDONE LIMITED informed at all times if it affects an FLUIDONE LIMITED provided Service.
- (iv) Where an issue arises that impacts the platform from which the Service is delivered so as to significantly degrade the service to Customer, FLUIDONE LIMITED will notify the Customer by E-mail or other appropriate communications mechanism.

### (c) Information Requests

- (i) FLUIDONE LIMITED will endeavour to provide responses to requests for information relating to the Services where such information is not readily available through the Customer portals or Documentation described in Clause 8.

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- (ii) Requests for information will be logged and responded to, but will not be prioritised as described in 10.2(b)(ii) above.
- (iii) This facility is not intended to be used as an alternative to the use of suitably trained and experienced staff by the Customer. FLUIDONE LIMITED reserves the right to limit this Service in cases of abuse in its absolute discretion.

### 10.3 Software Diagnostics

- (a) FLUIDONE LIMITED shall use its reasonable endeavours to diagnose any Customer issues experienced with the Services delivered in a timely manner.
- (b) In the event there is a hardware fault on the hosted Broadsoft platform, FLUIDONE LIMITED will ensure that the system has automatically switched to hardware that is working correctly. In the event that this automatic switchover has not occurred, FLUIDONE LIMITED will ensure a manual switchover takes place. FLUIDONE LIMITED will inform the Customer via email.
- (c) In the event there is a software fault local to the Customer, the Customer shall report this to the FLUIDONE LIMITED Service Desk. FLUIDONE LIMITED 2nd and 3rd line engineers will investigate the issue, utilising a number of tools that monitor the set-up and quality of the voice call.
- (d) FLUIDONE LIMITED will use the information gathered from the diagnostic and provisioning platform to diagnose and resolve any software issues where possible. FLUIDONE LIMITED have sole responsibility and access to the set-up configurations and is able, if it is necessary, to roll back to a known working configuration, in order to resolve the issue. Roll back of configurations shall be in FLUIDONE LIMITED' absolute discretion.

### 10.4 Problem Management

- (a) Where a P1 incident occurs, and derives from an unknown or underlying issue, FLUIDONE LIMITED will investigate as necessary to seek out the root cause. Where relevant, the Customer shall provide FLUIDONE LIMITED all reasonable assistance in such an investigation. FLUIDONE LIMITED will use its reasonable endeavours to provide an Incident Report which will detail the following:
  - (i) Summary of events
  - (ii) Root cause analysis;
  - (iii) Corrective action taken;
  - (iv) Recommended further action
- (b) The Incident Report, together with any subsequent action required by either Party, will be discussed in the normal management meetings between the Parties.
- (c) Where the investigation has been instigated by FLUIDONE LIMITED there will be no charge to the Customer. Where the Customer wishes FLUIDONE LIMITED to carry out an investigation, FLUIDONE LIMITED reserve the right to charge the Customer on a time and materials basis in accordance with current rates.
- (d) If the Service Contract is to be carried out on a time & materials basis:
  - (i) Any timetable of work and/or delivery dates relating to the whole and each part of the Service Contract shall be deemed to be estimates only; and
  - (ii) FLUIDONE LIMITED gives no undertaking to complete the whole or any part of the Services for a fixed or ascertainable sum and, if such sums are referred to in relation to the Service Contract, they shall be deemed to be estimates only.

### 10.5 Configuration Management

- (a) FLUIDONE LIMITED shall keep records of all current Customer group and user configurations, including all hardware associated with the Services to assist in change control and service Fixes.
- (b) Each group and user will be assigned a profile by FLUIDONE LIMITED within the FLUIDONE LIMITED provisioning portal, based on Customer requirements defined within the Project Specification. FLUIDONE LIMITED owns the intellectual property rights (IPR) to all solution configurations. To ensure the security of the solution is not compromised, and Customer service is maintained, read/write access to the FLUIDONE LIMITED provisioning portal by the Customer is not permitted.

### 10.6 Change Management

- (a) Service Maintenance



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- (i) FLUIDONE LIMITED or Suppliers may perform PEW on Services, including but not limited to upgrade or preventative maintenance. FLUIDONE LIMITED shall endeavour to cause as little disruption as possible to Customer and shall endeavour to provide Customer ten (10) Business Days written notice of such PEW. Any PEW to be carried out on FLUIDONE LIMITED Services shall be scheduled between 21:00 GMT and 07:00 GMT. FLUIDONE LIMITED does not guarantee that the Supplier shall undertake the same. FLUIDONE LIMITED will not be held liable for any PEW carried out by the Supplier outside of these hours. Any FLUIDONE LIMITED PEW that would cause the Customer Services to be offline completely will not take place more than once per calendar month.
- (b) Service Amendments
  - (i) The Customer shall be entitled to request, with reasonable notice that the Services are amended in line with the change process detailed in Clause 11.1(b).
  - (ii) In the event the Customer requires FLUIDONE LIMITED to amend the Services as a result of an emergency experienced by the Customer, FLUIDONE LIMITED shall carry out that request subject to the provisions on Clause 11.2.
  - (iii) FLUIDONE LIMITED acknowledges that Service Amendments may arise from time to time and shall endeavour to ensure changes to Services are undertaken during Customer business hours to reduce the risk to the Customer's business. FLUIDONE LIMITED shall provide reasonable assistance to the Customer to help the Customer meet its business priorities.

### 10.7 Hardware Warranty

- (a) FLUIDONE LIMITED will use its reasonable endeavours to ensure that the Customer receives the benefit of any guarantee or warranty which may have been given to FLUIDONE LIMITED by the Supplier, which will be the sole warranty provided by FLUIDONE LIMITED. This Clause 10.7 shall not apply to fair wear and tear.
- (b) Hardware replacements provided by FLUIDONE LIMITED Suppliers have different warranties and guarantees. Unless otherwise specified on the Order Form as an 'Advanced Replacement', the affected device will be returned at the Customers expense and will not be pre-configured.
- (c) If the Order Form specifies the device is an 'Advanced Replacement', the affected device will be returned at FLUIDONE LIMITED' expense and will be pre-configured. FLUIDONE LIMITED endeavours to provide an Advanced Replacement to the Customer within two (2) Business Days.
- (d) Where a hardware replacement is determined to be available from the Supplier, FLUIDONE LIMITED will arrange with the Customer a suitable time to replace the faulty hardware.
- (e) The Customer is responsible for instructing itself on the terms of such guarantee or warranty and ensuring that any conditions are fully complied with.
- (f) During the warranty period, no attempt must be made by the Customer or any third party to remedy any defect or to dismantle or otherwise tamper in any way with the Equipment except in accordance with specific instructions, directions and/or requests of FLUIDONE LIMITED.

### 10.8 Exclusion

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- (a) FLUIDONE LIMITED's obligation to provide management services are contingent on the proper use of all the hardware/software, and does not cover hardware/software which has been modified or moved without FLUIDONE LIMITED's approval or subjected to unusual physical or electrical stress. FLUIDONE LIMITED will make every effort to address all issues, but will levy a charge for faults arising as a result of:
- (i) Adjustment, repair or parts replacement caused by accident, neglect, misuse, negligence (unless caused by a representative of FLUIDONE LIMITED), failure of electrical power, power surges, flood, air conditioning, humidity control, transportation or causes other than normal use; or
  - (ii) The hardware/software is maintained or repaired, or if attempts to repair or service the hardware/software are made by non-FLUIDONE LIMITED personnel, without the prior approval of FLUIDONE LIMITED; or
  - (iii) The hardware/software is either removed from its initial installation location or is reinstalled without the approval of FLUIDONE LIMITED

### 11 CHANGE MANAGEMENT PROCESS

#### 11.1 Moves, Adds and Changes

- (a) Where under the management responsibility of FLUIDONE LIMITED, changes to equipment and their configuration will be made in accordance with Clause 10.6(a).
- (b) Where the Customer requests a Change is carried in accordance with 10.6(b), Changes shall be classified in three categories;
- (i) Standard – Free of Charge
  - (ii) Standard – Chargeable
  - (iii) Non-Standard

Standard Changes are detailed below;

Voice Change Reference (VC)	Change	Admin Charge	Change in Rental Charge
<b>1</b>	Change of a user licence	No	Yes
<b>2</b>	Adding an additional licence such as Call Centre, Akixi Reporting	No	Yes
<b>3</b>	Porting a number	Yes	Yes
<b>4</b>	Admin change of an extension/name	No	No
<b>5</b>	Adding/setting up a new Group licence – Auto Attendant, Hunt Groups, Music-on-Hold etc	Yes	Maybe
<b>6</b>	Amending a Group Licence	No	No
<b>7</b>	Adding an a la carte feature	No	Yes
<b>8</b>	Adding storage or Playback to Dubber Call Recording	Yes	Yes
<b>9</b>	Resetting an Enhanced User password	No	No
<b>10</b>	Changing the extensions covered by Call Recording	Yes	No

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<b>11</b>	Changes to the Akixi Reporting Supervisor layout	Yes	No
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Changes of the same type incurring an administrative charge may be grouped together up to a total of 5 and submitted together. A price list for administrative charges can be found at [www.FluidOneLimited.co.uk/prices](http://www.FluidOneLimited.co.uk/prices). All Change Requests not present in this Clause are deemed to be Non-Standard.

- (c) Timeframes for processing of all Changes detailed within this Clause 12 are illustrative only and cannot be guaranteed.
- (d) FLUIDONE LIMITED shall endeavour to implement all Standard Changes within two (2) Business Days. Time waiting for information, action or approval from the Customer, or third-party, does not contribute to the above target time.
- (e) Non-standard changes shall be treated as a new project, with each lead time detailed in the Order Form being agreed on a case by case basis.
- (f) Customer may request the inclusion of existing Customer hardware/software into the Service Contract, but its addition will be at FLUIDONE LIMITED's discretion. If FLUIDONE LIMITED agrees to support such Equipment, it will be subject to inspection and approval by FLUIDONE LIMITED prior to cover being provided. The Customer shall pay the time and material rates in force, as updated from time to time, for such inspection and for all parts and labour required to render the hardware/software into good operating condition. FLUIDONE LIMITED shall have the right to reject the hardware/software as being ineligible for inclusion under the Service Contract.

### 11.2 Emergency Requests

- (a) Where the Customer requests that Change is carried out on an emergency basis:
  - (i) An expedite Charge of £250 per change shall be due to FLUIDONE LIMITED in addition to any other charge that would be payable; and
  - (ii) Such work must be authorised by email from a senior Customer representative; and
  - (iii) Customer acknowledges and accepts that additional risk is involved in emergency work. FLUIDONE LIMITED will highlight such risks where it can, but will not accept responsibility or incur any liability should such risks materialise (other than prescribed by law);

## 12 SERVICE HOURS

- 12.1 The following support levels are available for the Service and identify the periods for which cover is provided ("Primary Service Hours"). The support level for each device selected by the Customer will be identified on the Order Form.

Support	Cover
<b>BUSINESS HOURS</b>	Provides cover between 09:00 and 17:30 on weekdays only excluding public holidays in England
<b>24x7</b>	Provides cover 24 hours a day every day of the year.

- 12.2 Certain Services are not available throughout the Primary Service Hours. Where restrictions are applicable, these are identified below;

Service	Service Hours
<b>Any Portal available as part of the Services</b>	24x7
<b>End to End Ticket Management – Logging, Initial Triage and Categorization</b>	24x7

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<b>Software Diagnostics – Priority 1 – Platform Issues Only</b>	24x7
<b>Software Diagnostics – P2 to P4</b>	Business Hours
<b>End User Hardware Warranty</b>	Business Hours
<b>Problem Management</b>	Business Hours
<b>Configuration Management</b>	Business Hours
<b>Change Management</b>	Business Hours

### 13 REGULATIONS

13.1 FLUIDONE LIMITED is considered a provider of electronic communication services (ECS), electronic communication networks (ECN) and publicly available telephone services (PATS) as defined by the Communications Act 2003 as amended from time to time.

13.2 FLUIDONE LIMITED is authorised as an ECS, ECN and PATS but is subject to compliance with the General Conditions of Entitlement ('General Conditions'), published by the Office of Communications as amended from time to time as described below.

#### 13.3 PATS

- (a) FLUIDONE LIMITED, where providing PATS, shall take all necessary steps to maintain, to the greatest extent possible;
  - (i) the proper and effective functioning of the Public Communications Network provided at all times;
  - (ii) in the event of catastrophic network breakdown or in cases of force majeure the fullest possible availability of the Public Communications Network and Publicly Available Telephone Services provided;
  - (iii) uninterrupted access to Emergency Services.
- (b) As a Voice Services provider, FLUIDONE LIMITED does not provide all network and services elements which control availability. FLUIDONE LIMITED endeavours to comply with the measures outlined in the PATS Guidelines, which must be taken in respect of the elements that FLUIDONE LIMITED does provide.
- (c) FLUIDONE LIMITED shall provide itemised billing to Customer, or access to adequate billing information as the case may be.
- (d) Where a Customer has failed to pay the charges, the steps take to effect payment or disconnection of Services shall:
  - (i) be proportionate and not unduly discriminatory;
  - (ii) give due warning to the Customer beforehand of any consequent service interruption or disconnection; and
  - (iii) except in cases of fraud, persistent late payment or nonpayment, confine any service interruption to the service concerned, as far as technically feasible.

#### 13.4 ECS and ECN

- (a) FLUIDONE LIMITED shall comply to the extent required by law, with the General Conditions applicable to the Services. This includes;
  - (i) access to Emergency Services, '999' and '112', at no charge
  - (ii) provide emergency organisations with accurate caller location, where technically feasible. The Customer recognises that this may not be possible at all times, it is the Customers responsibility to register their locations with the necessary party.

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- (b) Notwithstanding the preceding terms, where the Customer is considered a small business owner under the General Conditions, to the extent required by law, FLUIDONE LIMITED shall;
- (i) provide number portability when requested;
  - (ii) if requested, provide information relating to service flexibility and emergency services;
  - (iii) provide notification to the Customer whether the Service will cease to function if there is a power cut or power failure or a failure in broadband connection (if provided by FLUIDONE LIMITED as part of the Services) over which the Services are provided. Acceptance of the Service Contract by the Customer shall be deemed as notification;
  - (iv) ensure that the Customer is aware, if the Service is to be used at principally at a single, fixed location, of their obligation to register with FLUIDONE LIMITED the address where the Service shall be used. Acceptance of the Service Contract by the Customer shall be deemed as notification;
  - (v) notify the Customer the FLUIDONE LIMITED does not provide the following as part of the Services;
    - (a) access to a directory-enquiry facility; or
    - (b) access to operator- assisted services; or
    - (c) special measures for end-users with disabilities.
  - (vi) FLUIDONE LIMITED will not, after the initial commitment period, renew contracts for a further initial commitment period unless that FLUIDONE LIMITED has first obtained the Customers express consent.

### 14 TERMINATION

- 14.1 The Service Contract shall come into force on the date set out in the Service Contract and shall continue in force for the duration of the Initial Term and shall continue thereafter unless or until terminated by either party giving ninety (90) days written notice.
- 14.2 In the event of service of notice of termination by either party for any reason FLUIDONE LIMITED shall invoice Customer for all sums due under this Service Contract and the Customer shall promptly return any FLUIDONE LIMITED Equipment.

### 15 LIMITATION OF LIABILITY

- 15.1 FLUIDONE LIMITED shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Customer which are incomplete, incorrect, inaccurate, or arising from their late arrival or non-arrival, or any other fault of the Customer.
- 15.2 Where FLUIDONE LIMITED is agreeing to supply Equipment, programs or Services acquired or licensed from a third party Supplier, the Customer acknowledges that FLUIDONE LIMITED's obligations to supply and ability to deliver is dependent upon the performance of that supplier and that FLUIDONE LIMITED will, in no event, incur any greater liability to the Customer than the liability of that Supplier to FLUIDONE LIMITED.
- 15.3 FLUIDONE LIMITED will not be liable in respect of any loss or damage caused by or resulting from any change for whatever reason in the manufacturer's specification or technical data of the Equipment. Further, FLUIDONE LIMITED will not be responsible for any loss or damage resulting from the curtailment or cessation of supply of equipment following any such variation. FLUIDONE LIMITED will use its reasonable endeavours to advise the Customer of any such impending variation promptly upon receiving notice thereof from the manufacturer.

### 16 STANDARD TERMS OF BUSINESS

- 16.1 The FLUIDONE LIMITED Standard Terms of Business applicable at the date of contract are hereby incorporated by reference into any Service Contract entered into by FLUIDONE LIMITED which also incorporates these FLUIDONE LIMITED Voice Services Terms and Conditions.