

PRODUCT SCHEDULE

UNIFIED COMMUNICATIONS

The terms and conditions herein relate only to the Products listed in Clause 1 and are supplemental to those contained in the Framework Agreement and in the event of conflict prevail over the terms of the Framework Agreement.

1 SCOPE

2 SCOPE

1.1 These Product Terms cover Unified Communications products and services marketed by the Service Provider and defined as:

- i) Unified Communications Service, including:
 - Unified Communication as a Service (UCaaS)
 - Contact Centre as a Service (CCaaS)
 - AdEPT services powered by 8x8
- ii) Associated services related to the provision of Unified Communications services.
- iii) Associated configuration and maintenance services

3 TERM

3.1 These Product Terms shall commence on the date of its execution (the "Commencement Date") by the parties and shall continue until the termination of the final Order Form related to the Products purchased under these Terms.

3.2 Each Order Form will specify the Initial Term, which will be the agreed period that the Service Provider provides the Services to the Customer and that the Customer agrees to pay the relevant Charges to the Service Provider. Unless otherwise specified, each Order Form will have a Renewal Term of twelve (12) months, renewable on each anniversary.

4 ORDERING PRODUCTS

4.1 The Customer may order the Services by submitting an Order Form in accordance with the terms of the Framework Agreement.

4.2 Provision of the Services may be subject to survey and subject to agreement of the relevant technical requirement document(s).

- 4.3 The Customer is responsible for providing AdEPT with all information that is relevant for the provision of the Service, including information requested as part of the Order Form.
- 4.4 The Service Provider reserves the right to request additional information in order to provide the Services prior to acceptance of an Order Form. Such additional information will be deemed to form part of the Order Form.
- 4.5 The Service Provider will have no responsibility for any failure to provide the Service, or any failure in the Service, which is a result of any failure on the Customer's part to provide accurate and complete information. Failure to provide information as requested may result in delays in the Service commencement and/or charges being applied prior to the Service Commencement Date.
- 4.6 The provision of Services may be conditional on a satisfactory Survey and, where applicable, agreement of the Site Wayleave by the Site Owner. The Agreement may be cancelled by either Party without liability if the results of any Survey are in either Party's reasonable opinion unsatisfactory or the Site Wayleave is not agreed.
- 4.7 If a service is cancelled, amended or materially delayed by cause of the Customer's default during the provision of the Service, the Customer shall reimburse the Service Provider for any stranded costs including any charges levied by Third Party Suppliers
- 4.8 The Customer may add to or amend the Services by submitting a new Order Form and agreeing new technical requirement document(s). The Contract Term for any change will be as set out in the applicable Order Form.

5 ORDER FORM

- 5.1 The Customer will complete an Order Form for the Services and submit to the Service Provider for acceptance. The Order Form will specify the Services to be provided by the Service Provider, the duration of the Term and the Charges applicable.
- 5.2 In consideration of the payment of the Charges and any other sums payable hereunder, the Service Provider shall provide the Services to the Customer for the duration of the Term.

6 COMMENCEMENT OF SERVICES

- 6.1 The Service Provider will notify the Customer when it is ready to hand-over the Services to the Customer and will commence delivery of the Services from the Service Commencement Date. The Customer shall have two (2) days from the Service Commencement Date (the "Review Period") in which to notify the Service Provider of any material non-conformity of the Services with the Agreement. In the event that the Customer has not served a notice of material non-conformity within the Review Period, the Services shall be deemed to be accepted. If the Customer serves a notice of material non-conformity in the Review Period, then the Service Provider shall remedy the applicable defect in the Services as soon as reasonably possible and re-submit the applicable Service to the Customer for further review. The Service Provider shall have the right, but not the obligation, to be present during the carrying out of any review of the Services.
- 6.2 The Service Provider shall provide the Service materially in accordance with the Agreement, including the applicable Product Description and the applicable Service Level Agreement.

- 6.3 The Customer must promptly supply the Service Provider with all information and materials reasonably required by the Service Provider to supply the Service. Failure to do so may result in Charges in line with Clause 6.
- 6.4 The Service Provider shall use the reasonable skill and care of a competent telecommunications service provider in providing the Service. However, the Customer accepts that it is technically impracticable to provide the Service entirely free of faults or uninterrupted and the Service Provider does not undertake to do so.
- 6.5 The Service Provider warrants that all such licences, authorisations, approvals and consents as are necessary to enable the Service Provider to legally provide the Unified Communication Service as envisaged by this Schedule have been obtained and will be maintained and kept up to date and it has the unimpaired right to supply the Unified Communication Service.

7 CHARGES

- 7.1 Charges for the Services are as agreed on the Order Form.
- 7.2 Where the Order Form states a usage limit (usage cap), the Service Provider will charge the Customer fair and reasonable costs for the Customer's usage (and any reasonable administration costs) in excess of the Customer's Service usage limit, where applicable.
- 7.3 Unless otherwise specified on the Order Form, Charges will apply from the Service Commencement Date.
- 7.4 Charges for Unified Communication Services may include the following categories:
- 7.4.1 Activation charges: Activation Charges are charges made for the provisioning, connection and activation of a Service and the supply of Equipment. The Activation Charges which apply to your order are the Activation Charges in force on the order date and are not subject to change for such order.
- 7.4.2 Monthly Charges: Monthly Charges are charges made for the rental of a Service. The recurring charges which apply to your Service for the Minimum Contract Period is the applicable tariff on the date you place your order and are not subject to change during the Initial Term except as stated in Clause 6.4 of the Framework Agreement.
- i) If the Monthly Charge is subject to a discount for a fixed period ("Discount Period"), after the Discount Period, the standard tariff applicable on the Order Date will apply.
 - ii) After the Initial Term, the applicable Monthly Charges are the Standard Rates published by the Service Provider.
 - iii) Monthly Charges are due monthly in advance unless otherwise agreed on your order form.
- 7.4.3 Call charges: The applicable call charges are calculated in accordance with the Customer's usage and the rates for calls agreed on the Order Form or as published as Standard Rates by the Service Provider.

- i) Call charges are due monthly in arrears, or on notice from us to you, more frequently.
- 7.4.4 Other charges: Other Charges are charges identified in the Standard Rates that are not Activation, Monthly or Usage Charges and may relate, without limitation, to such matters as Service upgrades or migration, feature activation, engineer site visit, excess usage charges, AdEPT Fraud Protection Service, change of address or early termination.
 - i) Other Charges are due as described in the Standard Rates
- 7.5 Standard Rates are published on the Service Provider website or available on request. The Service Provider reserves the right to move the Customer to the Standard Rates at the end of the Initial Term and if the Customer is not on a renewable contract.
- 7.6 It is a condition of the Agreement that the Customer pays the Charges in full without any set-off, deduction, withholding, restriction or condition whatsoever.
- 7.7 Other than where Charges are based solely on usage, the Customer's liability for Charges starts from the Service Commencement Date whether or not the Service is used.
- 7.8 The Customer is responsible for payment of all calls made using the Service.
- 7.9 The Customer will indemnify, defend and hold harmless the Service Provider from and against any liabilities, actions, losses, damages, judgments, costs, claims or expenses incurred by the Service Provider or legal proceedings which are brought or threatened against Service Provider by a third party (including, without limitation, a Customer or an End User), in the event of any fraud or Artificial Inflation of Traffic.
- 7.10 Unless the Customer indicates on the Order Form that it does not require an itemised bill then, the Service Provider will provide the Customer with an itemised bill in accordance with its regulatory obligations.
- 7.11 Once the Services have been activated, if the Customer wishes to terminate a particular Order Form at the end of the Initial Term, then the Customer must provide the Service Provider with 90 days written notice prior to the Initial Term end date of that Order Form. Unless agreed specifically with the Customer, all contracts are 'renewable' contracts. This means that at the end of the Initial Term it becomes a monthly renewable contract. The Customer can only terminate this if the Customer provides the Service Provider with 90 days written notice prior to the Initial Term end date or 30 days' written notice prior to each of the subsequent 'renewal' periods.
- 7.12 If the Customer wants to end any part of the Services or the contract early (during the Initial Term or any subsequent renewal period), the Customer will be liable to pay the Service Provider an early termination fee. If the contract is terminated by the Customer prior to the end of the Initial Term or subsequent renewal period, then 100% of the charges for the Services for the remainder of the Initial Term or subsequent renewal period are payable in full. The value of the Services will be based upon the average of the last three months' invoices issued by the Service Provider prior to the receipt of notice of termination.
- 7.13 Any charges levied on the Service Provider by Third Party Suppliers relating to terminated services shall be passed on to the Customer.

8 INSTALLATION

- 8.1 The Service Provider (or other companies or organisations acting on the Service Provider's behalf) may need to visit the Customer's premises to carry out tests, provisioning or activation. The Customer agrees to such visits and to provide such other co-operation and assistance as may reasonably be required. The Service Provider will liaise with the Customer to arrange the timing of these appointments.
- 8.2 The Service Provider is not responsible for any internal wiring, additional phone sockets or extension cables unless otherwise instructed as part of the Order Form.

9 EQUIPMENT

- 9.1 Following any Installation, the Customer shall be responsible for the Equipment and must not add to, modify or in any way interfere with the Equipment, nor allow anyone else (other than someone authorised by the Service Provider) to do so. The Customer will be liable to the Service Provider for any loss or damage to the Equipment, except where such loss or damage is due to fair wear or tear or is caused by the Service Provider or any of its Contractors.
- 9.2 The Customer must ensure that any equipment connected to or used with the Services is connected and used in accordance with any applicable instructions, safety or security procedures and performs to published specifications for such equipment.
- 9.3 The Customer must ensure that any equipment which is attached (directly or indirectly) to the Services, is technically compatible with the Services and approved for that purpose under any relevant legislation.
- 9.4 Except as may be otherwise specifically provided under this Order Form, the obligations and responsibilities of the Service Provider under this Order Form are solely to the Customer and not to any third party. To the extent permitted by law, and subject to the limitations of liability in the Framework Agreement, the Customer will indemnify the Service Provider against any liabilities or costs arising from and all claims by any third party in connection with the use of the Services.

10 ADDITIONAL VOICE SERVICES

- 10.1 The Customer may request the Service Provider to port its number(s) from another communications provider. However, the Customer agrees that this may not be possible, and the Service Provider may provide the Customer with a new number. If the Customer requests the Service Provider to port its number(s), the Customer agrees to provide the Service Provider with such assistance and cooperation as the Service Provider may need to port the number(s).
 - 10.1.1 if the Customer requests the Service Provider to do so, the Service Provider will port the Customer's number(s) to another communications provider if reasonably practicable.
- 10.2 The Customer agrees that any numbers allocated to it are not owned by the Customer and may be withdrawn or replaced by the Service Provider at any time. However, the Service Provider will not arbitrarily withdraw or replace numbers and will only do so in accordance with regulatory obligations or the Customer's consent. Further the Customer will not attempt to sell, transfer or assign any number to any other party.

- 10.3 The availability of certain features (eg. Calling Line Identity Presentation (CLIP)) is dependent on the Customer's equipment, for which the Customer is responsible for – unless provided by agreement by the Service Provider – or dependent on activation by the Customer (eg, Voicemail).
- 10.4 The Service Provider may bar the availability of certain numbers, Services or features at its sole discretion. The Service Provider will use this discretion with regard to anomalous use of the Service in order to try to protect the Customer from fraud or unauthorised usage, although the Service Provider does not guarantee such protection. Without limitation this may include call diversion to certain international numbers; calling card access numbers; and certain international destinations.
- 10.5 If the Customer purchases NGN services from the Service Provider then where any number remains unused or receives less than four (4) hours of calls per month after a period of one (1) consecutive month from initial connection, the Service Provider reserves the right to apply an administration charge of £10 per number for each inactive month.

11 MAINTENANCE

- 11.1 The Service Provider shall provide such preventative and corrective maintenance services during Normal Working Hours as it reasonably considers necessary for the proper functioning of the Service.
- 11.2 If the Customer detects any defect or impairment in the operation or performance of the Service, the Customer must notify the Service Provider's Service Desk of the nature of such defect or impairment.
- 11.3 The Service Provider will be entitled to charge, and the Customer will pay a service fee at the Service Provider's then current charging rates in the event that the need for any maintenance results from any one or more of the following:
- 11.3.1 Misuse or neglect of or accidental or wilful damage to the Equipment, and/or Service; or
 - 11.3.2 Accidental or wilful disconnection of the Equipment, and/or Service; or
 - 11.3.3 Your failure to comply with any of the provisions of the Agreement; or
 - 11.3.4 Fault in, or other problem associated with, any telecommunications system not run by the Service Provider or in the Customer Apparatus.

12 FORCE MAJEURE

- 12.1 In the event of:
- 12.1.1 a refusal or delay by a third party to supply a telecommunications service to the Service Provider or where there is no alternative service available at a reasonable cost; or
 - 12.1.2 the Service Provider being prevented by restrictions of a legal or regulatory nature from supplying the Services;
- the Service Provider will have no liability to the Customer for failure to provide the Services.
- 12.2 If any of the events detailed in clause 10.1 continue for more than three calendar months, either party may serve notice on the other terminating the affected part of the Services, without liability to the other party.

13 VARIATION

- 13.1 Unless otherwise set out in this Product Schedule any variation to the Product Schedule shall be agreed by the Parties in writing.
- 13.2 Notwithstanding Clause 12.1 the Service Provider reserves the right to amend or vary the Product Schedule, by giving the Customer 30 days' written notice thereof.
- 13.3 The Service Provider may vary the Service from time to time, provided that the new service will have at least equivalent functionality and service levels to the original Service.
- 13.4 The Service Provider may otherwise modify or cancel the Service, or part of a service, for a number of reasons including end of life, in the event that the Service Provider's Third-Party Suppliers' services are altered so as to affect the provision by the Service Provider of the Service or there is a technical or regulatory reason to do so.

Appendix 1: Definitions

Terms used in this Product Schedule shall have the meanings given to them in Clause 1 of the Framework Agreement, save as set out in the definitions below and as otherwise defined in the Order Form:-

“Charges”	means all charges as specified on the relevant Order Form and as defined in accordance with Clause 6;
“CLI”	means the calling line identity;
“Commencement Date”	has the meaning given to it in Clause 5.1;
“Contractor”	means any third party with whom the Service Provider contracts in order to provide the Services;
“End User”	means a person who is the ultimate user of services which depend upon the provision of the Service Provider’s Unified Communication Service and whose activities may include without limitation making Calls which are connected by means of the Service Provider’s Unified Communication Service;
“Equipment”	means the equipment necessary to provide the Services that requires installation at the Premises;
“Initial Term”	means, the Minimum Contract Period as specified in the Order Form;
“IP”	means Internet Protocol;
“Order Form”	means a document setting out details of the Services and any Deliverables to be provided to the Customer; a signed quotation can constitute an Order Form;
“Service Commencement Date”	has the meaning given to it in Clause 5.1;
“Services”	means the Services as specified on the Order Form;
“System”	means the electronic communications network and information technology system which the Service Provider operates or provides so as to offer electronic communications services.

Appendix: Specific Terms, AdEPT UCaaS and CCaaS powered by 8x8

1. Once an Order is entered into, the applicable Services shall be provisioned, a tenant and account shall be automatically created for the Customer; the Customer's designated administrator shall receive e-mail instructions and credentials necessary to access the Services, assign lines and/or seats to individual users.
2. Customer undertakes and agrees with the Service Provider at all times during the term of this Agreement that it shall be solely responsible for:
 - 2.1. meeting the minimum monthly recurring spend requirement;
 - 2.2. subject to any agreed cancellation arrangements set out in a Order Form, maintaining the subscription commitment with the Service Provider for the term of the Order Form;
 - 2.3. complying, and ensuring that all users within the Customer organisation comply, at all time with the 8x8 Use Policy, as referenced at: www.8x8.com/uk/terms-and-conditions
 - 2.4. ensuring the accuracy and legality of all account, User, and registration information;
 - 2.5. ensuring that it does not use the services:
 - 2.5.1. for transmission of material which is defamatory offensive or abusive or of an obscene or menacing character, or in any way illegal; or
 - 2.5.2. in a manner which constitutes a violation or infringement of the rights of any person firm or company (including but not limited to rights of copyright or confidentiality); or
 - 2.6. Data Protection; 8x8 as a controller
 - 2.6.1. Where 8x8 acts as a controller, 8x8 will process 8x8 Personal Data in accordance with Data Protection Legislation. Further information about how 8x8 processes 8x8 Personal Data can be found in the 8x8 Privacy Policy.
 - 2.6.2. 8x8 shall maintain appropriate technical and organisational security measures to protect 8x8 Personal Data against a Personal Data Breach.
 - 2.7. In accordance with Clause 17 of the Framework Agreement, the Customer shall not, without the prior written consent of the Service Provider, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement