

onecom

CallTeams Service Schedule



- /Administration
- /Human Resources
- /Legal
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- /Research
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1 Service Description

CallTeams is a cloud service that connects Microsoft Teams to any existing on-premise or cloud PBX phone system, or to SIP trunks.

2 Definitions

2.1 Terms defined in the Contract shall have the same meaning in this Schedule. The following definitions and rules of interpretation shall also apply:

Acceptable Use Policy

the acceptable use policy currently available at the Portal as it may be updated by Onecom from time to time;

CallTeams Services

the CallTeams products and services made available by Onecom, including the Portal;

Customer Identification

the unique user identification name and password issued or otherwise assigned to the Customer for access to and use of the CallTeams Services;

Excluded Time

the number of minutes during Force Majeure Events and Scheduled Maintenance;

Incident

a support or maintenance requirement or event relating to the CallTeams Services logged with Onecom by the Customer;

Licence

a limited, non-exclusive, non-transferable licence to access and use the CallTeams Services for such number of Users as detailed on the Order Form;

Materials

user information and other content, or data uploaded by the Customer to the Portal. Materials are not Confidential Information as defined in this Contract;

Microsoft Teams

the unified communications and collaboration platform provided by Microsoft;

Monthly Uptime Percentage

calculated as Potential Uptime, minus Outage Time, divided by Potential Uptime and expressed as a percentage;

Outage Time

the number of minutes that the CallTeams Services were unavailable to the Customer or, where applicable, its Users, during the Service Month. Outage Time does not include Excluded Time or the failure of an individual User device;

Portal

the portal at <https://admin.callteams.co.uk>;

Potential Uptime

the number of minutes in the Service Month less Excluded Time;

Scheduled Maintenance

any maintenance on the CallTeams Services of which the Customer is notified at least 72 hours in advance;

Service Month

each calendar month during the term of the Contract; and

Unauthorised Use

any use, reproduction, modification, distribution, disposition, possession, disclosure or other activity involving the CallTeams Services, Intellectual Property Rights or Confidential Information of Onecom that is not expressly authorised under the Contract or otherwise in writing by Onecom.

- 2.2 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.

3 Specific Terms of Service

- 3.1 Subject to the terms and conditions of the Contract (including this Schedule), Onecom hereby grants the Customer a Licence for the Minimum Term
- 3.2 The Customer will be issued with a Customer Identification to access and use the CallTeams Services and the Customer's Users must create user accounts associated with valid e-mail addresses to access and use the CallTeams Services. The Customer is solely responsible for ensuring the security and confidentiality of the Customer Identification. The Customer acknowledges that it is fully responsible for all liabilities incurred through the use of the Customer Identification and all activities that occur through the use of the Customer Identification. The Customer will immediately notify Onecom upon learning of any unauthorised use of the Customer Identification or any other breach of security known to it.
- 3.3 The Customer may not use the CallTeams Services in any manner or for any purpose other than as expressly permitted by this Schedule. Without limitation of the foregoing, the Licence does not include or authorise:
 - 3.3.1 modifying or otherwise making any derivative use of the CallTeams Services;
 - 3.3.2 using any data mining, robots or similar data gathering or extraction methods;
 - 3.3.3 downloading (other than page caching) of any portion of the CallTeams Services or any information contained in the CallTeams Services;
 - 3.3.4 reverse engineering or accessing the CallTeams Services to build a competitive product or service; or
 - 3.3.5 using the CallTeams Services other than for their intended use.
- 3.4 Onecom may change the CallTeams Services (including any part thereof) or change or remove features or functionality of the CallTeams Services from time to time. Onecom will provide the Customer with no less than 30 days' prior written notice of any discontinuation of any material element of the CallTeams Services.
- 3.5 The Customer is fully responsible for the acts and omissions of its Users. Any acts and omissions of such Users in relation to use of the CallTeams Services shall be deemed the acts and omissions of the Customer as primary obligor.
- 3.6 The Customer hereby consents to Onecom's use of the Materials to the extent required to provide the CallTeams Services.
- 3.7 The Customer represents and warrants to Onecom that:
 - 3.7.1 the Customer has all rights in the Materials necessary to grant the rights contemplated by this Contract; and
 - 3.7.2 none of the Materials or the Customer's Users' use will violate the Acceptable Use Policy.
- 3.8 The Customer is responsible for maintaining appropriate security, protection and backup of the Materials. Without limiting Onecom's obligations elsewhere in this Contract, Onecom is not responsible for any unauthorised access to, alteration of, or the deletion, destruction, or loss of, or damage to, or failure to store, any Materials or other data that the Customer or any of its Users submits or uses in connection with the CallTeams Services (including as a result of the Customer's errors, acts or omissions).

- 3.9 Notwithstanding the foregoing, from time to time and solely to the extent reasonably necessary to resolve problems, Onecom (or its subcontractors) may need to debug or repair an account, or any CallTeams Service or Materials migrated through an account, in which case Onecom (or its subcontractors) may require access to the Customer's account or Materials. In addition to any other consent the Customer may provide to Onecom (on behalf of itself or any User), by requesting Onecom investigate or assist with problems with Materials or an account, the Customer, on behalf of itself or a User, authorises Onecom and its subcontractors to access such Materials or accounts and modify the Materials stored therein. In the event that the Customer requests such investigation or assistance from Onecom, the Customer (on behalf of itself and any User) represents and warrants that it has the authority to grant Onecom such access and such right to make such modifications. The Customer understands that in some cases, this may involve Onecom and its subcontractors viewing, in human-understandable form, the contents of the Materials.
- 3.10 As between Onecom and the Customer, Onecom and/or its Third Party Operators own all right, title, and interest in and to the CallTeams Services. Save as explicitly set out in this Schedule, the Customer does not obtain any rights under this Contract from Onecom to the CallTeams Services, including any related Intellectual Property Rights.
- 3.11 The Customer will not infringe or violate, and will take appropriate steps and precautions for the protection of, Onecom's Intellectual Property Rights. Without limiting the generality of the foregoing, the Customer will:
- 3.11.1 not make any CallTeams Services available to any third party without the prior written consent of Onecom;
 - 3.11.2 not make any CallTeams Services available to any third party in or from any country that is subject to United States embargo or other similar United States export restrictions; and
 - 3.11.3 otherwise use reasonable efforts to prevent any Unauthorised Use. The Customer will promptly notify Onecom of any Unauthorised Use that comes to the Customer's attention.
- 3.12 In the event of any Unauthorised Use by the Customer or any of its employees, agents or representatives, the Customer will take all steps reasonably necessary to terminate such Unauthorised Use. The Customer will promptly notify Onecom of any legal proceeding initiated by the Customer in connection with any such Unauthorised Use. Onecom may, at its option and expense and subject to indemnifying the Customer in full against any damages, fees, costs, expenses and other losses, assume control of such proceeding (including any enforcement action). If Onecom assumes such control, Onecom will have exclusive control over the prosecution and settlement of the proceeding, and the Customer will provide such assistance related to such proceeding as Onecom may reasonably request. The Customer will assist Onecom in enforcing any settlement or order made in connection with such proceeding.
- 3.13 The Customer will defend, indemnify, and hold harmless Onecom from any and against all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to any third-party claim in respect of (without limitation):
- 3.13.1 the Customer's or any User's use of the CallTeams Services in breach of this Contract; and
 - 3.13.2 the Materials or the combination of the Materials with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by the Materials. If Onecom or any Third Party Operator is obligated to respond to a third party subpoena or other compulsory legal order or process, the Customer will also reimburse Onecom and the Third Party Operator for reasonable legal fees.
- 3.14 Access to the CallTeams Services is conditional upon the Customer's continued compliance with this Service Schedule, and it will immediately and automatically terminate if the Customer does not comply with any material term or condition of this Service Schedule.
- 3.15 Onecom warrants that it shall perform the CallTeams Services materially in accordance with the service level agreement set out in paragraph 6 of this Schedule.
- 3.16 Onecom reserves the right to record calls made through the CallTeams Services and to use such recordings for the sole purpose of investigating any suspected, alleged or actual use of the CallTeams Services and/or the underlying telecommunication systems or networks for any such prohibited purposes.

4 Number Presentation

In the event that the Customer wishes to present a number that is not allocated to its Service, and where this can be supported by Onecom, the following provisions apply:

- 4.1 the Customer must ensure that the number is of a national significant format, is allocated to the Customer, and the Customer possesses all necessary permissions in respect of the lines in question;
- 4.2 where the number is not allocated to the Customer, it has written consent from the allocated owner for its use as a number and that such consent has not been withdrawn;
- 4.3 the Customer must ensure that the number must be a number that is in use, connected to a terminal and capable of receiving calls;
- 4.4 the Customer acknowledges that Onecom has the right to suspend/withdraw use of the Service if it is subsequently found that the Customer is in breach of this paragraph 4 and hereby indemnifies Onecom against any claims arising as a result of any such breach; and
- 4.5 the Customer shall on request from Onecom provide all reasonable evidence as Onecom may require so as to audit and monitor the Customer’s adherence with this paragraph 4.

5 Emergency Calling

5.1 Emergency Services calling operates differently with the CallTeams Services and Microsoft Teams than on traditional telephone services. It is important that the Customer understands these differences and communicates them to all Users. The Customer acknowledges and agrees that it has read and understood this paragraph 5 regarding these differences in Emergency Services calling, and that it will provide this notice to each User of the CallTeams Services and Microsoft Teams.

5.2 The differences in the Emergency Services calling capabilities include the following:

- 5.2.1 the CallTeams Services and Microsoft Teams may not know the actual location of a caller making an Emergency Services call, which could result in the call being routed to the wrong Emergency Services call centre and/or emergency services being dispatched to the wrong location;
- 5.2.2 if the Customer’s or the User’s device has no power, is experiencing a power outage or, for any reason, cannot otherwise access the Internet, the user cannot make an Emergency Services call through the CallTeams Services or Microsoft Teams; and
- 5.2.3 although the CallTeams Services and Microsoft Teams can be used anywhere in the world where an Internet connection is available, users should not make an Emergency Services call from a location outside their home country/region because the call likely will not be routed to the appropriate call centre in that country/region.

6 Service Level Agreement

6.1 Service Availability

Onecom will make the CallTeams Services available with a Monthly Uptime Percentage of at least 99.9% (“Service Commitment”).

6.2 Scheduled Maintenance

Scheduled Maintenance will conform to the following limitations:

Scheduled Maintenance Limitation	Target
Minimum notice period prior to Scheduled Maintenance	72 hours
Maximum number of Scheduled Maintenance events exceeding 15 minutes per month	5 hours
Maximum duration of any Scheduled Maintenance event in any month	4 hours
Hours during which Scheduled Maintenance shall take place (on any day)	00:00 to 06:00

6.3 Exclusions

- 6.3.1 The Service Commitment shall not apply to any unavailability, suspension or termination of any Onecom Services:
- 6.3.2 caused by a Force Majeure Event;
- 6.3.3 that results from any actions or inactions of the Customer in breach of the Contract (including this Service Schedule);
- 6.3.4 that results from the Customer’s and/or any third party’s network, equipment, software or other technology (other than third party equipment within Onecom’s or its subcontractors’ direct control);
- 6.3.5 during Scheduled Maintenance; or
- 6.3.6 arising from Onecom’s valid suspension or termination of the Customer’s right to use any Services in accordance with the Contract (including this Service Schedule).

6.4 Failure to Meet Service Levels

- 6.4.1 When the Service Commitment is not met or Scheduled Maintenance limitations are exceeded, or when a Customer is otherwise dissatisfied with the CallTeams Services, the Customer shall report the matter to its account manager. If the matter is not resolved to the Customer’s satisfaction, the matter shall be escalated in accordance with the following escalation path:

Level	Escalation
1	Technical Support Agent
2	Service Desk Manager
3	Head of UC
4	Head of Service Operations
5	Operations Director

- 6.4.2 Onecom gives no guarantee that it will resolve any Incident within any particular timescale. Onecom’s failure to resolve an Incident in accordance with any service level or other target set out in an Order or Schedule shall not constitute a breach of Contract, nor give rise to any liability of Onecom to the Customer.
- 6.4.3 Onecom gives no guarantee that it will complete any provision of Services within target delivery timeframes.

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