

**onecom**

# **Five9 Service Terms**

## 1. General

These Five9 Service Terms should be read in conjunction with all other terms of the Contract.

## 2. Definitions and interpretation

- 2.1 Terms defined elsewhere in the Contract shall have the same meaning in these Five9 Service Terms. The following definitions shall also apply.

<b>API</b>	application programming interface
<b>Five9</b>	Five9, Inc., a Delaware corporation with its principal place of business at 3001 Bishop Drive, Suite 350, San Ramon, CA 94583
<b>Five9 Required Terms</b>	the Five9 end user licence terms, a copy of which can be located at <a href="https://www.five9.com/partners/required-terms">https://www.five9.com/partners/required-terms</a> , as may be amended from time to time by Five9
<b>Incident</b>	any event reported in accordance with paragraph 10.1 which is not part of the standard operation of the Service and which causes disruption to, or a reduction in the quality of, such Service
<b>Optimum – Workforce Optimisation</b>	the capability delivered using the Five9 ‘Optimum’ bundle (as made available by Five9 from time to time)
<b>Planned Maintenance Hours</b>	the period between 10pm and 6am UK time
<b>Premium – Digital Engagement</b>	the capability delivered using the Five9 ‘Premium’ bundle (as made available by Five9 from time to time)
<b>PSTN</b>	public switched telephone network
<b>SIP</b>	session initiation protocol and refers to the protocol to be used to connect the Five9 service to the public switched telephone network
<b>SIP Service Terms</b>	as applicable: <ul style="list-style-type: none"><li>(i) Onecom’s SIP Service Terms (as amended from time to time) at <a href="https://www.onecom.co.uk/terms-and-conditions/">https://www.onecom.co.uk/terms-and-conditions/</a>; and / or</li><li>(ii) Onecom’s International SIP Service Terms (as amended from time to time) at <a href="https://www.onecom.co.uk/terms-and-conditions/">https://www.onecom.co.uk/terms-and-conditions/</a></li></ul>
<b>Ultimate – Workforce Automation</b>	the capability delivered using the Five9 ‘Ultimate’ bundle (as made available by Five9 from time to time)
<b>User Licence</b>	the user licences required to access and use the Service as described in clause 7.1

**Voice Contact Centre  
or VCC**

the capability delivered using the Five9 virtual call centre licence  
(as made available by Five9 from time to time)

- 2.2 The rules of interpretation set out in the General Terms shall apply to these Five9 Service Terms.

### **3. Service overview**

- 3.1 The Service will be configured to deliver the capability associated with the licence type(s) purchased by the Customer. The Customer acknowledges and agrees that the capability of the Service will be as made available by Five9 from time to time.
- 3.2 It is the Customer's responsibility to ensure that its internal network or internet connection is configured to support the Service and meets the minimum requirements set out at [https://webapps.five9.com/assets/files/for\\_customers/documentation/technical-requirements/five9-technical-requirements.pdf](https://webapps.five9.com/assets/files/for_customers/documentation/technical-requirements/five9-technical-requirements.pdf) or otherwise communicated to the Customer by Onecom or Five9 from time to time.

### **4. SIP**

In the event Onecom provides the Customer with SIP in connection with the Services, the Customer agrees to comply with the SIP Service Terms.

### **5. Five9 Required Terms**

- 5.1 The Customer agrees and accepts that it is a condition of the Contract that the Customer agrees and accepts the Five9 Required Terms.
- 5.2 The Customer shall procure that all Users comply with the Five9 Required Terms.
- 5.3 The Customer shall immediately notify Onecom if it becomes aware of, or reasonably suspects that a User has breached the Five9 Required Terms.
- 5.4 Five9 may amend the Five9 Required Terms at any time by publishing the amendment online at <https://www.five9.com/partners/required-terms>.
- 5.5 No variation of the Five9 Required Terms by the Customer shall be effective unless it is agreed in writing by Five9.

### **6. Variable Charges**

- 6.1 If the Customer's usage of the Services exceeds the allocated amounts or thresholds as specified in the Order Form, the overage charges detailed in the "Overage Charges Table" at paragraph 6.2 below will apply. These Variable Charges are in addition to the other Charges for the Services and will be invoiced monthly in arrears.

## 6.2 Overage Charges Table

Product Name	Standard Bursting Charge
Agent Assist Standard	£0.06 per minute over allocation
Agent Assist Advanced	£0.10 per minute over allocation
AI Insights Bursting	£0.04 per minute over allocation
International SMS Usage	£1.12 per 10 messages
Interaction Analytics	120% of contracted price
IVA (Intelligent Virtual Agent)	200% of contracted price
Five9 Essentials Quality Management (QM) Usage	120% of contracted price
Five9 Essentials Quality Management (QM) Usage	120% of contracted price
WFA Enterprise Usage	£616.00 per GB used
Workforce Management	120% of contracted price
WFO Additional Storage	£0.20 per GB of Storage Used
Five9 Social Message Usage Fee	£0.02 per message
Performance Dashboard	£16.00 per unit

## 7. User Licences

- 7.1 The functionality associated with the Service depends on the User Licences selected by the Customer as detailed in the Order Form.
- 7.2 The features of each User License type, as well as any optional functionality which may be added subject to additional Charges, are as made available by Five9 from time to time.
- 7.3 The Customer may, from time to time during the term of the Contract, purchase additional User Licences in excess of the number set out in the Order Form.
- 7.4 Onecom shall invoice the Customer monthly in arrears for User Subscriptions purchased by the Customer following the Effective Date.
- 7.5 The Customer shall not allow the number of Users to exceed the number of User Licences specified in the Order Form, unless the Customer has already purchased additional User Licences in accordance with the terms of the Contract.
- 7.6 In event the Customer purchases additional User Licences during the Minimum Term, the term of such User Licence shall run coterminous with the Minimum Term (which for the avoidance of doubt shall include the Minimum Term together with any extensions), unless expressly stated otherwise.

## 8. Service Provision

The Customer is responsible for the following during the implementation phase:

- 8.1 appointing a Project Manager to co-ordinate with Onecom's Project Manager and/or Project Co-Ordinator in the deployment of the Service and the co-ordination with any existing

suppliers where appropriate;

- 8.2 all on Site infrastructure, including but not limited to, providing a suitable infrastructure supporting the pre-requisite standards and protocols to support access to the Service;
- 8.3 collation and provision of the customer data in the format as specified by Onecom's Project Manager and/or Project Co-Ordinator, required to enable configuration of the Service;
- 8.4 unless otherwise specified, the integration and configuration of the Service into the Customer's systems using the Service APIs;
- 8.5 unless otherwise specified, the deployment of desktop and mobile clients; and
- 8.6 unless otherwise specified, the deployment of physical devices at the Site or other agreed location.

## 9. Training

Onecom can provide training on use of the Service to the Customer's suitably trained and qualified help desk staff. The delivery method is self-paced learning through the Five9 training university. Additional professional service led training on a 'train the trainer' basis is available for purchase by the Customer.

## 10. Service management

### 10.1 Reporting an Incident

- 10.1.1 Priority 1 and Priority 2 Incidents (as described in the table at clause 10.2) must be logged via telephone call only and can be logged seven days a week, 24 hours a day (including bank holidays).
- 10.1.2 Priority 3 and Priority 4 Incidents (as described in the table at clause 10.2) may be logged by telephone, on OneCloud or via email during Business Hours.
- 10.1.3 When the Customer is reporting an Incident, it shall provide to Onecom as much information as is reasonably available in the circumstances including but not limited to the following:
  - (a) the reporter's name and telephone number;
  - (b) the affected Site (including postcode);
  - (c) Incident description, including the time the Incident occurred, any error messages received and any action taken to diagnose or resolve any fault before reporting the Incident; and
  - (d) such other information, assistance, data and other access to information or to the Site as are reasonably necessary to assist Onecom in responding to the relevant Incident.

## 10.2 Incident Priority

Onecom shall categorise an Incident in line with the following criteria.

Priority Level Description	Example
<b>Priority 1</b> Complete system failure, network down, total loss of functionality for all Users	Service is completely unavailable for use by the Customer
<b>Priority 2</b> A substantial impact/degradation of the Customer's use of the Service	Partial outage, severe limitation to Customer's operation or partial loss of system functionality. Production is capable but business is severely impacted
<b>Priority 3</b> Medium serious impact to business  Non-critical system functionality is impacted	Component failure or functional loss resulting in limitation to Customer's operations  Moderate limited impact to the Customer's business operations
<b>Priority 4</b> Incident affecting a single User	An incident impacting a single User or a problem where assistance is required to aid trouble shooting

## 10.3 Incident Response Time Targets

10.3.1 Onecom shall use reasonable endeavours to respond to all reported Incidents within the following Incident response time targets from the reporting of any Incident:

Incident Priority	Incident Response Time Target
Priority 1	4 Business Hours
Priority 2	6 Business Hours
Priority 3	8 Business Hours
Priority 4	12 Business Hours

10.3.2 An initial response by Onecom to an Incident shall include an acknowledgement of the Incident and may include a request for other information reasonably required by

Onecom in order to progress the response to an Incident.

## 11. Exclusions

The above service availability service level shall not apply to any unavailability, suspension or termination of the Service:

- 11.1 that results from scheduled downtime and/or maintenance (planned or emergency), whether or not during Planned Maintenance Hours;
- 11.2 arising from Onecom's suspension and/or termination of the Service in accordance with the Contract;
- 11.3 caused by a Force Majeure Event;
- 11.4 that results from any acts or omissions of the Customer;
- 11.5 that results from the Customer's equipment, software or other technology and/or third-party equipment, software or other technology; or
- 11.6 related to any other service provided by Onecom (whether or not distinct service levels may apply to such service).

## 12. Fraud

- 12.1 In the event the Customer becomes aware of, or reasonably suspects fraudulent use of the Services, it shall immediately:
  - 12.1.1 stop using the impacted Services; and
  - 12.1.2 notify Onecom.
- 12.2 The Customer acknowledges and agrees that:
  - 12.2.1 Onecom does not provide or warrant any prevention of fraudulent use of the Services;
  - 12.2.2 in the event of any actual, alleged or suspected fraudulent use of the Services:
    - (a) Onecom shall have no liability to the Customer; and
    - (b) Onecom's sole obligation to the Customer is to (at the Customer's cost):
    - (c) reasonably cooperate with the Customer upon request; and
    - (d) provide reasonable assistance to the Customer with the prevention of any fraudulent use of the Services reported to Onecom;
  - 12.2.3 it shall remain solely responsible for all expenses and liabilities, including usage charges, relating to the fraudulent use of the Services.
- 12.3 Without prejudice to paragraph 12.2, Onecom reserves the right to block any actual, alleged or suspected fraudulent use of the Services without prior notice.

## **13. Disclaimer**

- 13.1 Upon activation of the Service, the Customer accepts it may experience a temporary loss of its existing line.
- 13.2 Onecom cannot guarantee that the Service will operate at data transfer speeds set out in the Contract or otherwise.
- 13.3 The Service is provided on an “as is” and “as available” basis and without warranty of any kind, express or implied, including but not limited to, the implied warranties of merchantability, quality, uninterrupted or error-free, fitness for a particular purpose, any warranties implied by any course of performance or usage of trade, or that the Service will meet the Customer’s requirements, all of which are expressly disclaimed.
- 13.4 Onecom additionally disclaims all warranties related to third-party providers and the Customer acknowledges, understands and agrees that Onecom exercises no control over, and disclaims any responsibility for, the accuracy and quality of any information transmitted via the internet or a telecommunications provider network by or on behalf of Onecom with the use of any account and/or the Services.

## **14. Planned and Emergency Maintenance**

- 14.1 Planned outages may be required for scheduled maintenance and upgrade activities. Onecom will use reasonable endeavours to effect such outages during Planned Maintenance Hours and, where possible, give the Customer at least five Business Days’ advance notice of any planned maintenance.
- 14.2 It may be necessary, from time to time, to carry out emergency maintenance to the Services to maintain appropriate levels of service quality. Onecom will use reasonable endeavours to inform the Customer of the likely disruption period at the earliest opportunity and, where necessary, work with Onecom’s carrier partners to discourage maintenance without notification.
- 14.3 Emergency maintenance shall, wherever possible, take place within the Planned Maintenance Hours and be notified to the Customer as soon as practical. The Customer acknowledges that it may not be possible to provide the Customer with advance notification of emergency maintenance.



# onecom

[www.onecom.co.uk](http://www.onecom.co.uk)