



onecom

Wave Service Terms

1. General

These Wave 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 Wave Service Terms. The following definitions shall also apply.

Additional Device Licence	an additional Device Licence required by the Customer under an existing Contract, which is supplemental to the Wave Baseline
Additional User Licence	an additional User Licence required by the Customer under an existing Contract, which is supplemental to the Wave Baseline
Core Service Element	Wave
Device Licence	a licences enabling a desk-phone or other compatible device routinely used by more than one person to make and receive VoIP calls
Incident	a support or maintenance requirement or event relating to the Service
IT System	the Customer's computers, network, software, server instances and any other IT equipment located at the Customer's premises
Key Elements of the Service	call routing
Licence	a Device Licence or User Licence
Microsoft Teams	the unified communications and collaboration platform provided by Microsoft
Number	a telephone number used by the Customer to receive the Service
Onecom Personnel	all employees, staff, other workers, agents and consultants of Onecom and of any sub-contractors who are engaged in the provision of the Services from time to time
Optional Service Element	such as increased call recording retention periods or Microsoft Teams integration
Performance Measurement Period	a calendar month (or, where the Service Commencement Date falls part way through a month, the period between the Service Commencement Date and the end of the month in which the Service Commencement Date falls)
Planned Maintenance Hours	the period between 10pm and 6am UK time
PSTN	public switched telephone network
Service	the Core Service Element, and, where set out in an Order Form, the Optional Service Element

Service Availability	the Key Elements of the Service are available for use
Service Availability Service Level	the Service Availability measurement set out in clause 11
Service Hours	seven days a week, 24 hours a day (including bank holidays)
VoIP	Voice over Internet Protocol technology enabling voice and video calls to be made over the internet
Wave	a VoIP cloud-based phone system providing a fully managed, scalable and secure cloud telephony platform designed to streamline and centralise all professional communications for the Customer. May also be referred to as Wave One in scenarios where the deployment method is for single user
Wave Baseline	the aggregate number of Licences for Wave as set out in an Order Form
Wave One	Wave deployed for a single user
User Licences	the user Licences required to access and use the Service

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

2.3 Terms relating to Wave also relate to Wave One (to the extent applicable).

3. Service Delivery and Overview

3.1 The Service includes remote configuration, set-up and testing of the Service.

3.2 The Service shall be delivered and managed remotely unless agreed otherwise by Onecom in writing, and for which additional Charges may apply.

3.3 In relation to the implementation of the Service, the Customer is responsible for:

3.3.1 completing an environment test (to Onecom's satisfaction) to verify that the Customer has a suitable network infrastructure to support the Services and providing the results to Onecom, or providing Onecom with all relevant access and information to allow Onecom to complete an environment test on the Customer's behalf;

3.3.2 collation and provision of Customer data in the format as specified by Onecom and as required to enable configuration of the Services; and

3.3.3 unless specified otherwise in an Order Form, the provision and deployment of physical handsets at the Site.

4. Standard Licence features

4.1 User Licence

Standard features:

4.1.1 The ability to make and receive calls through a compatible desk phone, mobile app or softphone application accessed by a web browser.

4.1.2 A UK geographic or non-geographic Number (starting with the digits 01, 02 or 03).

4.1.3 Voicemail functionality.

4.1.4 3000 inclusive minutes available per User Licence for national/local calls and major mobile networks (major networks include Vodafone/O2/EE/T-Mobile/Three Mobile) which may be pooled across the different User Licences and Device Licences associated with the Customer's account.

4.2 Device Licence

Standard feature: functionality to make and receive calls only. For the avoidance of doubt:

4.2.1 No Number is provided.

4.2.2 There is no voicemail capability.

4.2.3 There are no inclusive minutes (and accordingly no contribution to the pooled total within the Customer account).

5. Additional Licences and other additional features

5.1 The number of User Licences must always exceed the number of Device Licences (e.g. 3 User Licences to 1 Device Licence).

5.2 The Customer may, from time to time during the term of the Contract, purchase Additional User Licences and/or Additional Device Licences.

5.3 Onecom shall invoice the Customer monthly in arrears for all Additional User Licences and/or Additional Device Licences purchased by the Customer.

5.4 The Charges will be calculated based upon the total number of User Licences and Device Licences in the previous month and shall not be prorated irrespective of when the User Licence and/or Device Licence was purchased.

5.5 The Customer may, from time to time during the term of the Contract, purchase additional phone numbers and/or an upgrade on the inclusive minutes package.

6. Minimum Term

6.1 The Minimum Term applies to each User Licence and each Device Licence. The Customer acknowledges and accepts that Wave and any Optional Service Element may have different Service Commencement Dates, for example, as the result of a phased roll out.

6.2 The Minimum Term of:

6.2.1 the Wave Baseline shall commence on the Service Commencement Date in respect of Wave; and

6.2.2 any Additional User Licences in respect of Wave, unless specified on the Order Form, shall be 12 months commencing on the date when such Additional User Licence is capable of accessing and utilising the Service.

7. Customer Obligations

7.1 The Customer shall:

- 7.1.1 ensure that its internal network or internet connection is configured to support the Services and meets the minimum requirements as communicated to the Customer by Onecom from time to time;
- 7.1.2 ensure that it has all rights necessary to allow Onecom Personnel to interface with the IT System to the extent required by Onecom in order to implement and deliver the Services; and
- 7.1.3 authorise Onecom Personnel to deal with its third-party suppliers on its behalf to the extent required by Onecom in order to implement and deliver the Services and ensure that such third party suppliers reasonably co-operate with Onecom Personnel in respect of the same.

8. Usage Charges

- 8.1 The Services will incur additional Charges based on usage at the rates set out in the Price Guide (**Usage Cost**).
- 8.2 The Usage Cost shall be invoiced and payable monthly in arrears in relation to the usage during the relevant month.
- 8.3 The Customer acknowledges that there may occasionally be a delay in the receipt from the third party services provider of information about certain types of calls and that the cost of such calls may need to be included in invoices relating to subsequent months. Onecom shall use reasonable endeavours to ensure that the information is received from the third party services provider, and included on a monthly invoice, as soon as reasonably practicable after the relevant call(s) took place.

9. Numbers

- 9.1 The Customer acknowledges that all Numbers assigned to it to enable use of Wave:
 - 9.1.1 do not constitute a transfer of property or sale of numbering rights by Onecom, and the Customer will not be entitled to claim any ownership rights to any Number; and
 - 9.1.2 may be modified or withdrawn by Onecom at any time.

10. Number Presentation

- 10.1 In the event that the Customer wishes to present a number that is not allocated to the Customer as part of Wave, and where this can be supported, this clause 10 shall apply.
- 10.2 The Customer shall ensure that:
 - 10.2.1 the number is in use, connected to a terminal and capable of receiving calls;
 - 10.2.2 the number is allocated to the Customer, or the Customer has obtained written consent from the allocated owner for its use as a number and that such consent has not been withdrawn; and
 - 10.2.3 the Customer possesses all necessary permissions in respect of the line(s) in question.
- 10.3 The Customer acknowledges that Onecom has the right to suspend or terminate the Service (in whole or in part) if it is found that the Customer is in breach of this clause 10 and hereby indemnifies

Onecom in full against all liabilities, costs, expenses, damages and losses suffered or incurred by Onecom arising out of or in connection with any such breach.

- 10.4 The Customer shall on request from Onecom provide all reasonable evidence as Onecom may require so as to audit and monitor the Customer's compliance with this clause 10.

11. Service availability

- 11.1 Onecom shall meet or exceed the following Service Availability Service Level:

Service Availability Service Level: 99.9%

- 11.2 Onecom's performance against the Service Availability Service Level shall be calculated separately for each Performance Measurement Period in accordance with the following formula (but shall, for the avoidance of doubt, be aggregated for each Performance Measurement Period in total):

$$(\text{Total Available Minutes} / \text{Total Minutes}) \times 100$$

Where:

Total Available Minutes: during the Performance Measurement Period, the number of minutes during Service Hours where the Service is functioning (which includes the provision or communication of a workaround that allows affected Users to use the Service) for at least 90% of Users; and

Total Minutes: the total number of minutes during Service Hours during the Performance Measurement Period.

12. Service management

- 12.1 Reporting an Incident

12.1.1 Priority 1 and Priority 2 Incidents (as described in the table at clause 12.2) must be logged via telephone call only and can be logged seven days a week, 24 hours a day (including bank holidays).

12.1.2 Priority 3 and Priority 4 Incidents (as described in the table at clause 12.2) may be logged by telephone, on OneCloud or via email during Business Hours.

12.1.3 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.

- 12.2 Incident Priority

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

Priority Level Description	Example
Priority 1 Total loss of functionality of the Service. All Users are impacted.	Service is completely unavailable for use by the Customer
Priority 2 A substantial impact/degradation of the Customers use of the Service	Partial outage, intermittent or unstable connection
Priority 3 Impact on the quality of the Service	Component failure or functional loss resulting in limitation to Customer's operations. Moderate limited impact to the Customer's business operations
Priority 4 Incident affecting a single User	An Incident impacting a single User or a problem where assistance is required to aid trouble shooting

12.3 Incident Response Time Targets

12.3.1 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

12.3.2 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.

13. Exclusions

13.1 The Service Availability Service Level and Incident Response Time targets do not apply to any unavailability, suspension or termination of the Services:

13.1.1 that results from scheduled downtime and/or maintenance (planned or emergency), whether or not during Planned Maintenance Hours;

13.1.2 arising from Onecom's suspension and/or termination of the Service in accordance with the Contract;

- 13.1.3 caused by a Force Majeure Event;
- 13.1.4 that results from any acts or omissions of the Customer;
- 13.1.5 that results from the Customer's equipment, software or other technology and/or third-party equipment, software or other technology; or
- 13.1.6 related to any other service provided by Onecom (whether or not distinct service levels may apply to such service).

14. Fraud

- 14.1 In the event the Customer becomes aware of, or reasonably suspects, fraudulent use of the Services, it shall immediately:
 - 14.1.1 stop using the impacted Services; and
 - 14.1.2 notify Onecom.
- 14.2 The Customer acknowledges and agrees that:
 - 14.2.1 Onecom does not provide or warrant any prevention of fraudulent use of the Services;
 - 14.2.2 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):
 - (i) reasonably cooperate with the Customer upon request; and
 - (ii) provide reasonable assistance to the Customer with the prevention of any fraudulent use of the Services reported to Onecom;
 - 14.2.3 it shall remain solely responsible for all expenses and liabilities, including usage charges, relating to the fraudulent use of the Services.
- 14.3 Without prejudice to clause 14.2, Onecom reserves the right to block any actual, alleged or suspected fraudulent use of the Services without prior notice.

15. Disclaimer

- 15.1 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.
- 15.2 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.

16. Emergency Services

- 16.1 Wave supports UK-based 999 emergency call services, however, such Service does not operate in the same way as traditional telephone services. The Customer acknowledges and agrees to the provisions set out in this clause 16 and shall ensure that the information is communicated to all Users.
- 16.2 The differences in the emergency services calling capabilities via Wave and traditional telephone services include the following:
- 16.2.1 the emergency services 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;
 - 16.2.2 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 Service; and
 - 16.2.3 Users can only use the Service to call UK-based emergency services from the UK. Users cannot use the Service to call UK-based emergency services from outside of the UK.
- 16.3 The Customer shall provide a full postal address for where the Service extension will be used for each telephone number to enable Onecom to maintain an up-to-date record of installation addresses.
- 16.4 It remains the Customer's responsibility to inform Onecom of any changes to any installation address throughout the duration of the Contract.
- 16.5 To the maximum extent permitted by Applicable Law, Onecom shall have no liability for any failure or limitation of emergency services due to:
- 16.5.1 an outage affecting the Service;
 - 16.5.2 emergency responders to respond, or to respond to the correct location where the equipment, User, or caller is physically present or where emergency responders are required;
 - 16.5.3 incomplete or inaccurate location data as registered with Onecom by the Customer being passed to the emergency services; and
 - 16.5.4 inability to reach or use Emergency Services due to circumstances outside of Onecom's control including:
 - (a) loss of electrical power;
 - (b) loss of User or emergency responders' internet connectivity;
 - (c) defective or misconfigured equipment;
 - (d) delays associated with updating the registered service location;
 - (e) relocated User equipment;
 - (f) the simultaneous use of one line with multiple pieces of equipment;
 - (g) failure of emergency response centres to answer an emergency call;

- (h) failures of any third parties that are responsible for routing emergency calls;
- (i) the use of non-native telephone numbers; and
- (j) failure of any emergency service personnel to call back directly to the number from which an emergency call was made or failure of User equipment to receive callbacks from emergency service personnel.

16.6 The Customer acknowledges that:

- 16.6.1 it has been advised to maintain an alternate method of contacting emergency service providers, such as via a mobile phone. The Customer is responsible for informing Users of such alternate means to contact emergency services personnel; and
- 16.6.2 should the Service be suspended or terminated in accordance with terms set out elsewhere in the Contract, the Customer will not be able to use the Service to call emergency services.

17. Planned and Emergency Maintenance

- 17.1 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.
- 17.2 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.
- 17.3 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.