

SERVICE SPECIFIC TERMS AND CONDITIONS – 8x8 X-SERIES COMMUNICATIONS SERVICE

1. DEFINITIONS

CLI – means Connected Line Identification.

Fax – means the telephonic transmission of scanned documents.

8x8 Service – means the 8x8 X-Series Communications Service as detailed on the Order Form

Internet – means the global data network comprising interconnected networks using IP.

Internet Connection – the service that connects Your Network to the Internet.

IP – Internet protocol RFC790 and related protocols.

IP Handset – a Supported IP handset as recommended by the Service Provider.

ITU-T - ITU Telecommunication Standardisation Sector.

Network – Your Internet Connection, Ethernet and IP based local area and wide area networks, including cabling, firewalls, routers, bridges, switches, power supplies, or other devices determined to be part of, or integral to the network fabric. It is assumed Your Network will have a reliable power supply.

PBX – Private Branch Exchange, a telephone system that enables You to make calls between Extensions on the system, receive calls from the PSTN Network and place calls to the PSTN Network.

Presentation CLI Service – allows the presentation of a number that is not associated with the CLI. Type 5 allows you to present multiple numbers over the network.

Presentation CLI Customer Service Statement – the statement required by the Service Provider before the Presentation CLI Service can be provided to You.

Prioritised – is the use of COS (Class of Service) that enable the Network to classify Voice Traffic as critical across the Network.

Order Form – means the Customer Order Form, which may be in a form provided by the Service Provider or any additional order

information agreed by the Parties in writing (including e-mail), accepted by the Service Provider to order the Service subject to the Agreement.

PSTN Network – the Public Switched Telephone Network.

Recommended Operating Environment – means the minimum system requirements determined by the Service Provider and available to You upon request.

Restrict – means the ability to block or filter, temporarily or permanently, access from or to the Services.

RTP – Realtime Transport Protocol, as defined RFC3550 including the G711 codecs (A-LAW and U-LAW) as defined by the ITU-T.

Service(s) – means the “8x8 Service”

SIP – means Session Initiation Protocol.

SIP Trunk – a feature that connects the PBX to the PSTN Network.

Softphone – a Supported software-based telephone.

Standard Terms and Conditions – the Service Provider’s standard terms and conditions agreed by You on signing the Order Form for Services.

Supported – a device recommended by the Service Provider that is known and tested to work with the Services.

Telephone – means a Softphone or IP Handset.

Type 5 – Presentation numbers that identify separate groups of callers behind a private network switch wishing to send different outgoing CLIs. A typical scenario is a call centre making calls on behalf of more than one client.

Upstream Carriers – means the telecommunications companies that connect together the various PSTN Networks.

Voice Traffic – includes SIP, RTP and any other protocols deemed necessary for the continued operation of the Service.

2. SERVICE DESCRIPTION – 8X8 X-SERIES COMMUNICATIONS SERVICE (8X8 X-SERIES COMMUNICATIONS PLATFORM OR 8X8 X-SERIES SERVICE AS DETAILED ON THE ORDER FORM

2.1. The 8x8 Service comprises a hosted communication solution accessible using Softphones or IP handsets that support the IP and SIP protocols. The Service is accessed using Your Network and the Internet Connection provided by

the Service Provider. Where the Service Provider does not provide the Internet Connection, Your Internet Connection will be used. Connectivity to and from the PSTN Networks is facilitated through the use of SIP Trunks.

3. USE OF THE 8x8 X-SERIES COMMUNICATION SERVICES

3.1. You shall only use the 8x8 Service in accordance with the Standard Terms and Conditions and these Service Specific Terms and Conditions for your own internal purposes.

3.2. You shall ensure that Your Network is optimised so that Voice Traffic is Prioritised over other data traffic on Your Network in order for calls to be successfully made using the 8x8 Service to ensure the successful operation of the 8x8 Service.

3.3. You are responsible for ensuring Your Network is suitable for the operation of the 8x8 Service and the Service Provider is not responsible for any loss, degradation or deterioration of the 8x8 Service caused by the failure or degradation of Your Network.

3.4. You should ensure Your Network complies with the Service Provider’s Recommended Operating Environment.

3.5. The Service Provider cannot guarantee the 8x8 Service will function with unsupported Telephones or where the operating environment or Network does not meet the Service Provider’s Recommended Operating Environment.

3.6. You shall not use the 8x8 X-Series Communication Platform Services in a way which is contrary to the Service Provider’s acceptable use policy as available on the Service Provider website.

3.7. You acknowledge and agree that only Telephones supplied by the Service Provider shall be used in connection with the 8x8 Service. For the avoidance of doubt should You permit the connection to the Service of any Telephone not supplied by the Service Provider, the Service Provider shall be under no obligation to provide the Services to the said Telephone or resolve any fault reported on such device and You shall remove such a device from the Services immediately on notification from the Service Provider.

3.8. The Service Provider is not responsible for any loss, degradation or deterioration of the 8x8 Service caused by

factors otherwise outside the control of the Service Provider or outside the scope of the 8x8 Service including but not limited to the power supply, the operating environment and the Internet Connection.

3.9. The 8x8 Service is accessible from the Internet. The Service Provider reserves the right to Restrict certain international destinations or Internet networks which can access the Hosted PBX Service in order to limit the Service Provider’s Systems and the Service Providers’ customers exposure to fraud, service disruption or any other event that may compromise or degrade the Service.

3.10. The Service Provider reserves the right to restrict access to the 8x8 Service if it is deemed You are in violation of this Agreement or the Standard Terms and Conditions.

3.11. The 8x8 Service features a number of security features that are designed to detect fraud and limit unauthorised access. The Service Provider is not responsible for any interruption in Service due to these features.

3.12. Failure of Your Network, the Internet or Telephones, or a deviation away from the Recommended Operating Environment are outside the scope of the Hosted PBX Service and as such, the Service Provider will not be liable for any failure to the 8x8 Service as a result of any such failure of Your Network, the Internet, Telephones or deviation away from the Recommended Operating Environment.

3.13. You are able to modify the configuration of the Service and were such modifications are made You are responsible for the configuration changes.

3.14. You must ensure the passwords configured on the system follow industry best practice and are of a suitable complexity to prevent against unauthorised access.

3.15. IPv6 is not currently supported.

4. EMERGENCY SERVICES

- 4.1. You acknowledge that the 8x8 Service allows calls to the emergency services but that such calls may fail should there be a failure in the power supply or data network and as such the Service Provider cannot guarantee access to the Emergency Services. You should ensure adequate provision is in place to contact the Emergency Services in the case of a power failure, network issues, suspension or service affecting maintenance.
- 4.2. It is Your responsibility to ensure the Service Provider has been provided with the accurate, physical location of any telephone numbers which are allocated to them. The Service Provider will provide this information to the Emergency Services in order to assist with the management of emergency calls. Furthermore, it may on occasions not be possible for emergency services personnel to identify Your location and telephone number so this information should be stated promptly and clearly by You when making such a call.
- 4.3. When dialling Emergency Services, the call will pass over the public internet where they will not receive the same network priority as an emergency call made on a mobile network or fixed line.

5. CONSENT TO USE OF DATA

- 5.1. You agree that the Service Provider may collect and use technical and related information, including but not limited to technical information about your 8x8 Service telephone system, license status, software versions, and connected peripherals, that is gathered periodically to facilitate the provisioning of software updates, product support and other services to you (if any) related to the Software. The Service Provider agrees to keep all collected data private and use this information for non-commercial purposes only, solely with the intent of improving its products or to provide services or technologies to you.

6. PRESENTATION CLI SERVICES

- 6.1. Where a number is being presented which allows You to carry voice traffic with a presentation number different from Your underlying CLI or endpoint(s), You agree to the conditions in this clause 5 in order for the Presentation CLI Service to be activated by the Service Provider.
- 6.2. You confirm that;
- 6.2.1. The number requested for use as a presentation number ("PN") is either allocated to the Applicant and the Applicant does not require the permission of anyone else in relation to that number or the requested PN is not allocated to the Applicant but consent from the allocated owner for its use as a PN has been obtained and has not been withdrawn;
- 6.2.2. The requested PN is in use;
- 6.2.3. The Applicant shall immediately inform Elitetele.com t/a Elite Group ("Service Provider") if any of the information in this statement ceases to be correct;
- 6.2.4. The Service Provider may suspend and/or withdraw use of its Presentation CLI Service if it is subsequently found that the information in this statement was, or has become, inaccurate or if the PN is being misused in any way;
- 6.2.5. The Applicant understands that the PN must not be a number that connects to a revenue sharing number that generates excessive or unexpected call charges in which case the Service provider may suspend and/or withdraw use of the Presentation CLI Service;
- 6.2.6. The Applicant acknowledges that its network Service Provider may withdraw the service without penalty in the event that a) having made the appropriate configuration change the Applicant fails to make at least one test call within twenty (20) working days and/or b) the Applicant reverse the configuration change.
- 6.3. The Applicant hereby indemnifies the Service Provider and any underlying network service provider against any claims by any third party relating to use of the PNs.
- 6.4. The Applicant hereby acknowledges that the Service Provider may withdraw this facility at any time for regulatory or legal reasons or if it suspects its misuse or if its use is challenged by any third party.
- 6.5. You acknowledge that the Service Provider has a right to suspend or withdraw the Service if it is found to be in breach of this clause 6 and You hereby indemnify the Service Provider against any claim as a result of any such breach. Where a number is being presented which allows You to carry voice traffic with a presentation number different from Your underlying CLI or endpoint(s), You agree to sign the Presentation CLI Customer Statement and be bound to the terms within it before the Presentation CLI Service can be activated by the Service Provider. You acknowledge that the Service Provider has a right to suspend or withdraw the Service if it is found to be in breach of this clause 6 and You hereby indemnify the Service Provider against any claim as a result of any such breach.

7. CUSTOMER DISCLAIMER – ELITE CALL RECORDINGS

- 7.1. By signing the standard terms and conditions You agree to adhere to the following process for accessing Your Call Recordings;
- 7.1.1 The Service Provider will send the Authorised Contact a link to a secure password site, in order for You to generate an encrypted password.
- 7.1.2 In the event of a compromised password You must inform the Service Provider immediately
- 7.1.3 You are responsible for securing all data associated with call recordings.
- 7.1.4 You must ensure that You comply with the relevant Legislation and Data Protection Act in relation to call recordings.

8. NUMBER PORTING – CUSTOMER REQUIREMENTS

Where under the Agreement the Service Provider is porting numbers from Your current provider to 8x8:

- 8.1. The Service Provider shall use its reasonable endeavours to comply with Your requirements in respect of number porting subject to Supplier requirements.
- 8.2. You acknowledge that for the process of porting numbers to be successful, accurate and complete information is required.
- 8.3. You agree to promptly provide all necessary information and cooperate with the Service Provider to facilitate number porting. Such information may include but is not limited to details of number ranges and registered addresses associated to the numbers.
- 8.4. In the event of Your failure to comply with clauses 8.2 and 8.3 and where this results in undue delays or an unsuccessful porting attempt the Service Provider will be entitled to;

8.4.1 Issue Charges for licences in line with the current fees issued by 8x8; and/or

8.4.2 Issue Charges for any other aspect of the Service as identified in the Order Form; and/or

8.4.3 Vary the terms of the Service, including but not limited to issuing temporary numbers until number porting is complete; and/or

8.4.4 Delay the Service Commencement Date.

9. ALLOCATION AND USE OF TELEPHONE NUMBERS

9.1 Any telephone numbers allocated do not belong to You. You accept that You do not acquire any rights in such telephone numbers and You must make no attempt to apply for registration of the same as a trademark, service mark, or domain name whether on its own or in conjunction with some other words or trading style.

9.2 You are not entitled to sell or agree to transfer to a third party any telephone number or Service allocated to You with the exception of any legal obligation to provide number portability, where a porting agreement is in place between the Service Provider and the party You may wish to port to.

9.3 The telephone numbers may be changed or decommissioned from time to time by the Service Provider for operational or technical reasons or because the Service Provider is required to do so by a network operator or in order to comply with any regulatory requirements. Any new telephone numbers provided to You under the Agreement, prior to their connection, cannot be guaranteed as available. The Service Provider will use reasonable endeavours to give You as much notice of any such change or decommission as is reasonably practicable. You acknowledge that changes to telephone numbers to comply with the requirements of a network operator

or regulatory body are outside the control of the Service Provider and as such, subject to Clauses 14.1 and 14.3, the Service Provider shall not be liable for any costs, inconvenience or other losses incurred by You as a result of any unavailability, change or withdrawal as described in this clause.

9.4 If at Your request a specific telephone number is allocated to You, You shall be responsible for all necessary investigations and inquiries as to the legitimacy or use of such numbers and the Service Provider shall have no liability whatsoever with respect to the number chosen and its use by You.

9.5 If You are allocated a number which falls within a range of numbers classified from time to time by OFCOM (or any other competent authority) as being for the provision of a particular type of service, then You must ensure that any service provided by You on that number conforms at all times with the type allocated to that number range. You shall on demand indemnify and hold harmless the Service Provider from and against any and all losses, demands, claims, damages, costs, expenses and liabilities (including any penalties imposed by Phone-paid Services Authority, OFCOM or other regulatory body) incurred by the Service Provider and arising out of Your use of the Services, including from any fraudulent use by You and/or a third party (including artificial inflation of traffic) of numbers.

9.6 The telephone numbers are unique for use within the United Kingdom and international call charge rates will apply to any use of the Services by You outside of the United Kingdom. The Service Provider does not warrant, and accepts no liability in relation to, the availability of any telephone number from overseas countries.

By signing below You confirm that You have read these Service Specific Terms and Conditions for 8x8 X-Series Communications Service and agree to be bound by them, together with the Elite Standard Terms and Conditions set out in, or deemed to form part of this Agreement and the Charges detailed within the Order Form.

SIGNATURES

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