

SCHEDULE J: SERVICE DEFINITION FOR WEBEX CALLING SERVICE

1. WebEx Calling Service Description

The WebEx Calling Service comprises the following elements:

- (i) Cisco Webex Calling Product;
- (ii) Optional WebEx Calling Customer Premises Equipment (CPE);
- (iii) Optional WebEx Calling LAN Switching;
- (iv) Optional Bundled Minutes; and
- (v) Support

Each as further described below.

Cisco WebEx Calling Product

Exponential-e will provide the Customer with the ability to use, subject to the Customer's acceptance of Cisco contract documentation covering use of the Cisco WebEx Calling Product available from the Cisco website (https://www.cisco.com/c/en/us/about/legal/cloud-and-software.html at the time of entering into the Contract) (the "Cisco Terms"), Cisco's WebEx Calling Product to the extent set out on the Order Form. The WebEx Calling Product is defined by Cisco and the Customer should consult the Cisco website (https://www.cisco.com/c/en/us/products/index.html at time of entering into this Contract) for full details. Exponential-e will set up the Customer's tenancy on the Cisco WebEX cloud platform.

WebEx Calling CPE

Where additional optional CPE is provided to the Customer by Exponential-e, it will be maintained and supported by Exponential-e. Customer-supplied equipment will not be supported by Exponential-e, this may include, but is not limited to, telephone handsets, mobile phones, PDAs, desktop/laptops and gateway devices.

Exponential-e's CPE management obligations are limited to such management activity as are required to provide the WebEx Calling Service in accordance with this Service Definition. Should the Customer request that Exponential-e undertake reconfiguration (or other) work in respect of this CPE, such work, if agreed to be undertaken by Exponential-e, shall be chargeable in accordance with Exponential-e's then-current Professional Services rates.

WebEx Calling LAN Switching

In WebEx Calling deployments, Layer 2 LAN switches are necessary to connect multiple telephone handsets to the Exponential-e SDP. This switch can be supplied by the Customer or provided by Exponential-e at additional cost. Power over Ethernet (PoE) technology should be supported by the LAN switch in order for the telephone handsets to receive the power they require to operate. If the LAN switch does not support PoE, it will be necessary to purchase Power Supply Units (PSUs) for each handset requiring power. PSUs are not supplied with Telephone Handsets unless otherwise stated. The Customer must ensure that their LAN switch is capable of generating the DC power output required by all connected devices. Failure to supply consistent levels of DC power can result in telephone handset malfunction for which Exponential-e cannot be held liable. If Exponential-e supply LAN switching, it is imperative that only the devices included in the original solution design are connected to prevent malfunction.

Structured Cabling

The Customer must ensure that they have sufficient good quality cabling infrastructure, including network ports, to support the use of the WebEx Calling Service including CAT5e/CAT6 cabling infrastructure with RJ-45 connectors capable of supporting PoE. Exponential-e will not be responsible for any problems caused by sub-standard, poor quality or damaged cabling.

Bundled Minutes

The WebEx Calling Service may be purchased with outgoing minute bundles. All of the Customer's WebEx Calling users must have the same minute bundle applied. The following bundles are available:

Bundle Name	National/local Calls*	Mobile calls*
Small	2000	1000
Medium	3000	1500
Large	5000	2000



* National/Local calls are defined as those calls to UK 01/02/03 numbers. Mobile calls are defined as calls to FM1, FM3, FM4, FM5 and FM6 tariffs. Bundled minutes are aggregated for national/local and mobile across all of the Customer's WebEx Calling Service users. If the aggregated usage national/local or mobile exceeds the aggregated bundle then Usage Charges in accordance with the current rate card shall apply.

Support

In addition to the creation of the Customer's tenancy, Exponential-e will provide the Customer with support as detailed below.

Customer Support

Exponential-e will be the Customer's first point of contact for all support issues for in respect of the Service including installation and setup, configuration, general technical usage and post-deployment break-fix. Exponential-e will escalate issues to Cisco as deemed necessary by Exponential-e.

Exponential-e's Service Desk is manned 24 x 7 x 365 by engineers for the reporting of incidents. The Service Desk is aligned to ITIL and industry best practice and underpinned by Exponential-e's ITIL-based management platform. Details of how to contact the Service Desk will be provided to the Customer upon provision of the Service.

Where Exponential-e becomes aware of a fault with the WebEx Calling Service, the Customer will be alerted as soon as the Service Desk becomes aware of the fault and an incident ticket has been raised by the Service Desk. If the Customer first detects the fault, it should be reported by telephone or email to the Service Desk.

For all logged incidents a priority will be set in accordance with the following table. The incident priority consists of a combination of two items:

- Impact the importance of the incident to the infrastructure at a technical level.
- **Urgency** the importance of the incident to the Customer.

For incidents logged to the Service Desk, the impact for the incident will be set by Exponential-e in line with the priority table below.

When the Customer raises an incident or wishes to escalate the priority of an incident logged by the Service Desk, the urgency will be defined by the Customer, acting reasonably, after consulting the priority table below. Exponential-e will allow incidents to be escalated by (1) priority level upon reasonable request by the Customer or as deemed reasonable by Exponential-e.

Exponential-e.		
Priority	Description	
P1	A critical business service is: • non-operational, thus impacting the Customer organisation, multiple users or multiple sites; or • subject to severe functional error or degradation affecting production, demanding immediate attention. Business impact is high, with immediate financial, legal or reputational impact.	
P2	 The Customer or Service is experiencing: failure or performance degradation that severely impairs operation of a critical business service; or failure or degradation, although a workaround may exist; degradation or loss of functionality; or degradation that impacts a significant number of users or a whole site. Business impact is high. 	
Р3	The Customer is experiencing a problem that causes moderate business impact. The impact is Imited to a single user or a small group of users; or moderate, not widespread; Non-existent. Business risk is low.	
P4	Standard service request (e.g. User Guidance) or updating of documentation. Low or minor localised impact.	



2. WebEx Calling Service Demarcation Point (SDP)

The WebEx Calling SDP is the point up to which Exponential-e's WebEx Calling service obligations apply and is the point up to which the WebEx Calling service level agreement covers. The Customer-facing Ethernet port(s) on the router will be the default SDP, unless a LAN switch is supplied as part of the WebEx Calling Service, in which case the Customer-facing Ethernet port(s) on the LAN switch becomes the SDP. Any failure of an EDD or router provided as part of the Exponential-e Ethernet access service, shall only be considered as a failure of the Ethernet access service and not a failure of the WebEx Calling Service.

3. WebEx Calling Service Implementation

Exponential-e will confirm low-level configuration requirements. If additional requirements not included in the original specification are uncovered during this stage, additional costs will apply.

CPE and Training

Exponential-e provides an on-site installation service to connect telephone handsets to a LAN switch and ensure they operate correctly. If on-site training is to be provided, an engineer will visit a pre-defined Customer Site and provide training on the operation and features of the telephone handsets. Training is provided on a "one-one", "train-the-trainer" basis.

Customer-supplied Equipment

Exponential-e will provide configuration details for WebEx Calling users and agree IP addressing. It is the Customer's responsibility to obtain installation support.

4. Target Service Commencement Date

WebEx Calling Service

30 Working Days*

* From order acceptance if provisioned over an existing Exponential-e Ethernet access circuit / from date of provision of any new Smart Wires Service required. If no number porting/migrations are required, this lead time may reduce to 25 working days. Lead times are estimated, depend on the design of the solution and are subject to survey.

Data Processing

When Exponential-e provides the Webex Calling Service, this may result in Exponential-e Processing Customer Personal Data. The following applies to the Processing of such Personal Data by Exponential-e:

Subject Matter of Processing

The phone numbers, call records, content of voicemails, email addresses, password/codes and usernames used in conjunction with the Service and/or Service portal.

Nature of the Processing

Storage, collection and reporting.

Location of Processing

The Processing will take place within the UK and/or EEA.

<u>Appropriate Technical and Organisational Measures</u>

With respect to the requirement set out in the General Terms in Clause 10.15 at point (ii), the Customer agrees that as far as it is concerned the security measures set out in the Contract and Exponential-e's maintenance of the ISO27001 (Information Security Management) standard or any replacement or equivalent subsisting from time to time (the "Security Measures") fulfils the requirement of appropriate technical and organisational measures and the Customer agrees not to contend otherwise, recognising that the Charges for the Webex Calling Service directly relate to the Security Measures to be applied.

With respect to Processing of Customer Personal Data by Cisco and/or through the provision and/or use of the Cisco products, the Customer is referred to the Cisco Terms for relevant terms. For the avoidance of doubt, Cisco will be a Processor of Customer Personal Data pursuant to the Cisco Terms; not a Sub-Processor to Exponential-e.

6. Additional Terms

The following terms and conditions apply to the provision of the Webex Calling Service by Exponential-e in addition to Exponential-e's General Terms and the Additional Terms set out in Section 8 of the Main Body of this Service Document.

Exponential-e will ensure that the Customer's tenancy is activated. Save as set out in the Support section of the Service Description above, this is Exponential-e's sole responsibility in respect of the Cisco WebEx Calling Product. The Customer acknowledges and agrees that the Cisco WebEx Calling Product will be provided directly to the Customer by Cisco and that sole responsibility for the provision of the Cisco WebEx Calling Product (and



any additional support required in respect thereof) lays with Cisco and that Exponential-e has no responsibility for, and shall have no liability to the Customer in respect of, the provision (or not) and/or the additional support (or not) of the Cisco WebEx Calling Product. Exponential-e makes no representations, conditions or warranties with respect to the Cisco WebEx Calling Product. Exponential-e does not act in any way as an agent or representative of Cisco. Cisco may make changes to the Cisco WebEx Calling Product at any time.

- 6.2 The Customer acknowledges that:
- 6.2.1 No service level agreements are provided by Exponential-e in respect of the Cisco WebEx Calling Product; and
- 6.2.2 No commitments or remedies regarding security of, or intellectual property rights in, the Cisco WebEx Calling Product are provided by Exponential-e; and
- 6.2.3 Data stored within the Cisco cloud platform is not Stored Data and Exponential-e shall have no liability under the Contract in respect of loss or corruption thereof.
- 6.2.4 The Customer shall be liable to pay Exponential-e the Charges due in respect of the WebEx Calling Service as per the General Terms. All billing matters are strictly between the Customer and Exponential-e, with no involvement of Cisco.
- 6.2.5 By signing the Order Form the Customer confirms their acceptance of the Cisco Terms. The Customer hereby authorises Exponential-e to confirm to Cisco that the Cisco Terms have been accepted by the Customer and provide any requested details of such acceptance required by Cisco, to Cisco. The Customer shall satisfy itself as to the relevant Cisco Terms. Exponential-e accepts no liability in respect of information provided herein with respect to Cisco Terms.
- 6.2.6 With the exception of Sub-clause 6.6, Clause 6 (Exponential-e's Obligations and Warranties) of the General Terms does not apply to the Cisco WebEx Calling Product.
- 6.2.7 Exponential-e reserves the right to terminate the provision of the WebEx Calling Service if instructed to do so by Cisco or if any time Cisco withdraws Exponential-e's authorisation to provide the WebEx Calling Service to the Customer.
- 6.2.8 The Customer acknowledges and agrees that Exponential-e may provide contact and account details for the Customer to Cisco to allow Cisco to contact the Customer about the Cisco WebEx Calling Product.
- 6.2.9 The Customer agrees that Exponential-e may report any known or suspected violation of the Cisco Terms by the Customer, to Cisco.
- 6.2.10 Exponential-e reserves the right to increase the Charges at any time upon written notice to the Customer in the event that Cisco increases its charges for the Cisco WebEx Calling Product.
- 6.2.11 Reference to "three (3) months" in Clauses 12.1.1. and 12.6 part (a) of the General Terms shall be considered extended to "six (6) months" in respect of the Webex Calling Service.