



# Service Document for Voice Services (Reseller)

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## Document Control Information

Version History		
Version Number	Date Approved	Change/Reason for Change/Comments
1.0	09/12/2014	Initial document creation
1.1	31/08/2016	Addition of Hosted PBX Softphone for Desktop, Call Forward for Virtual User, Advanced Call Reporting. This version was a limited release to one specific Partner for one specific deal. This version was not subject to general release.
1.2	02/11/2016	Provisions added to allow self-provisioning of Hosted PBX and SIP licences and features. Addition of Premium User Profile for Hosted PBX, Addition of Call Reporting Service Addition of Inbound Service, Addition of suspension right in respect of suspected fraudulent calls. Addition of install caveats. Addition of obligations regarding interoperability of PBX
1.3	04/07/2017	Addition of Hosted PBX Minute bundles. Addition of Partner responsibility regarding return of faulty handsets
1.4	03/08/2017	Removal of HPBX Premium User Profile
1.5	18/05/2018	Ownership of EUPE, Minutes bundle added to SIP Trunking Service, GDPR update, Complaints Policy
1.6	30/04/2019	Addition of Self-provisioned licences Initial Term Document and commitment
2.0	28/02/2020	Minor tweaks to existing Services. Call Reporting bundles defined. TCaaS Service added.
2.1	29/05/2020	Addition of Webex Calling Service
2.2	24/07/2020	Addition of Contact Centre as a Service.
2.3	11/12/2020	Amendment to self-provision licences (default 12 month commit). Amendment to Webex Calling Service and CCaaS. Addition of Multi-Channel Recording Service and Analytics for MS Teams.
2.4	23/02/2021	Changes to CCaaS, TCaaS, Multi-Channel Recording Service and Analytics for MS Teams Service
2.5	21/07/2021	Amendment to HPBX, CCaaS, TCaaS, Multi-Channel Recording and Analytics for MS Teams.
2.6	25/11/2021	Amendment to CCaaS.
2.7	16/03/2022	Amendment to CCaaS. To address inflationary price increases

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## 1. Document Purpose

This document describes Exponential-e's voice services, their service level agreements and the service-specific terms and conditions that apply, in addition to the General Terms of the Partner's Master Partner Reseller Agreement with Exponential-e (the "General Terms"). Capitalised terms used herein which are defined in the General Terms or the Additional Terms (Section 8) shall be afforded their defined meanings throughout this Service Document.

## 2. Voice Services Portfolio

Each Voice Service is set out in a separate Service Definition attached as a schedule.

## 3. Voice Services Features

Exponential-e will engage a variety of Carriers to route calls.

### 3.1 Number Porting and Number Migration

Number Porting is the transfer of telephone number(s) or number range(s) held by an End User from a LSP (Losing Service Provider) to a GSP (Gaining Service Provider) so that any inbound calls are routed through the PSTN to the correct destination. When an End User wishes to move their telephone number(s) or number range(s) from an LSP to a GSP, a porting agreement must exist between the LSP and GSP. The Partner must confirm with Exponential-e that a suitable porting agreement is in place prior to requesting a transfer. When porting a contiguous range of numbers, the entire number range must be transferred from LSP to GSP. Number migration may be possible if the LSP and GSP are the same entity. Number porting and number migration are dependent upon the co-operation of the Partner and End User and the LSP. Exponential-e cannot be held responsible for delays in delivering services using ported numbers or if numbers prove impossible to port.

### 3.2 Direct Dial In (DDI) and Non-Geographic Numbers (NGN) Provision

Exponential-e can provide new geographical DDI number(s). Exponential-e cannot guarantee the availability of preferred numeric digits within telephone numbers or number ranges. With the SIP Trunking Service and Hosted PBX Service it is not necessary to order DDI numbers with geographical significance to the location of the PBX system or users. NGNs and International DDI numbers are available upon request and will be subject to special terms and conditions.

### 3.3 Service Constraints

#### **Emergency Services:**

**The Exponential-e Voice Services Platform (VSP) should not be considered suitable for use in an emergency, although it will be possible to call emergency service numbers, such as 999. The Partner/End User is advised to have alternative services which can be used to contact emergency services.**

#### **Use of Service:**

Exponential-e will provide the Partner / End User with the ability to make and receive calls to local, national, international and NGNs on the PSTN. Exponential-e does not support the use of data services, such as dial-up internet, or 3<sup>rd</sup> party messaging services via the VSP.

### 3.4 Security and Fraud

Access to public-facing portals, applications and services can only be gained by successfully completing username/password authentication. These credentials will be supplied to nominated users and/or a technical contact during the delivery phase. In the case of web portals, data confidentiality is provided by using SSL (HTTPS) web pages. Once access to the VSP has been granted, Exponential-e cannot be held responsible for security breaches or fraudulent activity performed by the Partner / End User or by 3<sup>rd</sup> parties who may have compromised the security of services or applications. Exponential-e will put the following preventative measures in place (i) outbound calls to UK premium rate number prefixes blocked by default (can be unblocked upon request) and (ii) minimum password length/complexity. The Partner/End User is responsible for all call charges and self-provision licence/feature charges incurred on their voice services, regardless of whether they are fraudulent or legitimate. The Partner shall (or shall procure that the End User shall) take all reasonable industry-standard steps to mitigate the risk of fraud including controlling public access to the PBX using admission control / access lists and restricting physical access to PBX handsets to authorised parties only.

### 3.5 Portal and Self-Provisioning

Exponential-e will provide access to a Voice Services Management Portal. Where the Partner signs an Order Form for Voice Service features/licences which are offered on a Self-Provision basis, this portal will offer the ability to self-provision those licences and features for each End User through the creation of an End User tenancy within the portal

(subject to any restrictions on numbers applied by Exponential-e from time to time) and view information and change feature settings for Hosted PBX, SIP Trunking, Call Recording and Audio Conferencing Services. Exponential-e does not guarantee the availability of this portal and periods of scheduled and emergency maintenance may occur. For each End User tenancy created by the Partner within the Voice Services Portal, the Initial Term shall be twelve (12) months. For the avoidance of doubt, this Initial Term applies to all licences/features self-provisioned within that End User tenancy, including ones that are self-provisioned at a later date. Initial Term within the Contract shall be construed accordingly, and this shall take precedence over the definition of Initial Term in the General Terms.

### 3.6 Usage-Based Charges

#### Rate Card for Calls

Calls made using the Services will be subject to Usage Charges as set out in the Rate Card detailing per-minute calling rates (available upon request from [sales@exponential-e.com](mailto:sales@exponential-e.com)). Exponential-e reserves the right to amend the Usage Charges within the Rate Card from time to time.

#### Self-Provision Licences/Features

The Usage Charges for self-provision Licences/Features are set out in the applicable UCC Self Provision Rate Card (available upon request from [sales@exponential-e.com](mailto:sales@exponential-e.com)) current at the time of self-provisioning the licences/features within the End User tenancy. The relevant Rate Card shall apply for the duration of the applicable Initial Term, save that Exponential-e reserves the right to amend the Usage Charges within the relevant Rate Card in line with any legal/regulatory changes imposed upon Exponential-e upon written notice to the Partner.

### 3.7 Quality of Service (QoS)

Where Exponential-e provides connectivity to the VSP using an Ethernet access circuit, a Committed Information Rate (CIR) and identical Peak Information Rate (PIR) will be configured based on the number of SIP channels or Hosted PBX users that are configured 1 voice call = 100Kbps bandwidth, 1 video call = 350Kbps for CIF resolution, 700Kbps for 4CIF resolution, 1800Kbps for 720p resolution. DSCP markings must be assigned to traffic ingress to the Exponential-e demarcation by the End User to ensure QoS prioritisation is applied. A full description of QoS services available can be found in the Service Document for Connectivity Services.

## 4. Service Delivery and Acceptance

Exponential-e will liaise with the Partner to ensure that all relevant information is obtained and provide regular progress reporting and on-going support during delivery. All activities related to delivery are scheduled within Normal Business Hours. If the Parties agree to re-schedule these outside of Normal Business Hours additional charges shall apply. Exponential-e will notify the Partner by email when the Service(s) is ready to be used. Where applicable to a Service, acceptance tests are set out in the relevant Service Definition. All Target Service Commencement Dates herein are estimated.

## 5. Service Support

### 5.1 Fault Management

Information on how to contact Exponential-e's Partner / End User Support Centre and fault reporting can be found in the "Partner / End User Support Handbook", a copy of which is available upon request from Exponential-e.

### 5.2 Service Moves

Exponential-e will, if it is technically possible to move the Services from a current End User Site to a new End User Site, provide a quotation to the Partner.

### 5.3 Planned and Emergency Works

Save where set out otherwise for a Service in the relevant Service Definition, Exponential-e will aim to provide at least 10 days' notice via email of any planned works. Exponential-e reserves the right to carry out emergency works at any time, without notice.

### 5.4 Complaints Procedure

Details of Exponential-e's complaints process and policy are available at <http://www.exponential-e.com/contact-us> and upon request from [legal@exponential-e.com](mailto:legal@exponential-e.com).

## 6. Service Commencement Dates

If there are delays in number porting, number migration or new DDI provision, the Service may commence, and billing begin, in advance of all Numbers being available.

The Service Commencement Date of self-provision licences/features shall be the date that they are subject to Activation by the Partner.

## 7. Service Levels

### 7.1 Service Availability

Where applicable, the target availability for each Voice Service is provided in the relevant Service Definition. Unless set out otherwise in the applicable Service Definition, Availability is calculated on a calendar monthly basis using a 730 hour month and the following formula:

$$P = \frac{730 \text{ Hours} - A}{730 \text{ Hours}} \times 100$$

Where P = Percentage availability; A = Sum of all events of unavailable service in that month measured in hours.

Non-availability is measured from the time an incident ticket is raised to the time the service is restored and the incident ticket is cleared by Exponential-e.

### 7.2 Service Credit Rules

Exponential-e shall have no liability for any failure to meet any target service levels due to, or as a result of, any of the following reasons (“Excused Reasons”):

- Non-availability of Exponential-e connectivity services– only the service level agreement for the connectivity service shall apply
- Non-availability of internet access or non-availability due to cyber-attack
- Number porting, number migration or new DDI provisioning delays other than where Exponential-e is at fault
- The use of the Service for a purpose for which it was not designed or specified for
- The diagnosis and correction of any fault in equipment for which Exponential-e is not providing support services
- Any Force Majeure Event
- Suspension of service in accordance with the Contract
- Partner/End User default or delay, or any negligent, wilful or reckless act, fault or omission by the Partner / End User or any users for whom the Partner/End User is responsible under the Contract, or any of their representatives, employees, agents or sub-contractors.
- Access issues and delays along the route of the Service(s) or at the End User Site(s).

### 7.3 How to Claim

Service credit claims must be submitted to [clientrelations@exponential-e.com](mailto:clientrelations@exponential-e.com) within thirty (30) calendar days of the end of the calendar month in which the failure to meet the target service level has occurred. Any service credit claims not raised within this period are irrevocably waived. If service credits claimed are rightly due, they shall be calculated in accordance with the relevant Service Definition and this section (such service credits being a genuine pre-estimate of loss and not a penalty and not unconscionable) and be applied to the Partner’s account. Service credits shall be the Partner’s sole and exclusive remedy with respect to any failure to meet target service levels. Monthly Charges referred to in this Service Document are to the Annual Charges divided by twelve (12).

## 8. Additional Terms

The following terms and conditions apply to the provision of all Voice Services by Exponential-e in addition to Exponential-e’s General Terms.

### 8.1 DEFINITIONS

In the Contract, the following terms shall have the meanings assigned to them below:

“Call”	means a signal, message or communication which can be silent, visual (including text) or spoken.
“Call Detail Records”	means the record created by or on behalf of Exponential-e at the start of a Call and terminated at the close of a Call.
“End User Network”	the local area network, network equipment, computer systems and local cable infrastructure at the End User Site(s), to which the Service(s), Exponential-e Equipment will be connected.
“End User Premises Equipment (EUPE)”	Exponential-e Equipment at the End User Site(s).

“Number”	any telephone number allocated by Exponential-e for the purpose of obtaining the Service(s) and includes short codes.
“PSTN”	public switch telephony network.
“Voice Services Management Portal”	the management portal for Exponential-e’s voice services to which the Partner/End User is provided with access pursuant to the Contract.

**8.2 SERVICE PROVISION**

- 8.2.1 In order for Calls to be successfully made using the Service(s), the Partner/End User shall ensure that the End User Network is optimised so that voice traffic is prioritised over other data traffic.
- 8.2.2 End User Site installation works for Voice Services are limited to necessary localised cabling and does not include any drilling, ducting or extended LAN cabling. All installation works will be carried out at ground level (no working at height).

**8.3 NUMBERS**

- 8.3.1 Where the Partner/End User is issued with Numbers to use the Service(s) the following shall apply:
  - 8.3.1.1 the Partner/ End User does not acquire any proprietary rights in such Numbers by virtue of the Contract and cannot sell or transfer the Numbers; and
  - 8.3.1.2 the Numbers may be changed or decommissioned from time to time in accordance with any regulatory requirements. Exponential-e will use reasonable endeavours to give the Partner / End User as much written notice of any such change or decommission as is reasonably practicable; and
  - 8.3.1.3 upon termination of the Contract, the Numbers shall cease to be available for use by the Partner/ End User unless the Numbers are duly ported to a replacement service provider. Exponential-e shall use reasonable endeavours to comply with any number porting request made by the Partner upon termination of the Contract; subject to the existence of a relevant Number porting agreement with the replacement service provider. In the absence of any Number porting, the Partner acknowledges and accepts that Exponential-e may reissue the Numbers to other Partner / End Users following termination of the Contract.

**8.4 ADDITIONAL PARTNER OBLIGATIONS**

- 8.4.1 The Partner shall (and shall procure that the End User shall):
  - 8.4.1.1 comply with all reasonable codes of practice, procedures and directions as are established or adopted by Exponential-e in relation to Numbers; and
  - 8.4.1.2 ensure that any equipment owned by the Partner / End User not forming part of the Service(s) and which is connected (directly or indirectly) to the Service(s) will be technically compatible and interoperable with the Service(s) and approved for that purpose under any applicable laws and it will not interfere with the operation of the Service(s); and
  - 8.4.1.3 obtain effective and keep effective all permissions licences and permits and to pay all rates rents taxes and charges which may from time to time be required in connection with the use of the Exponential-e Equipment at the End User Site(s) and to comply with all statutory and other obligations in relation to the use of the Exponential-e Equipment; and
  - 8.4.1.4 keep the Exponential-e Equipment at the End User Site(s); and
  - 8.4.1.5 in relation to the Call Recording Service, notify any callers at the start of a Call that the Call may be subject to recording
  - 8.4.1.6 ensure that, where Exponential-e replace a telephone handset due to a fault, the faulty telephone handset is returned to Exponential-e as soon as reasonably possible, but in any event within ten (10) Working Days. Should the faulty unit not be returned as required, Exponential-e shall have the right to charge the full current retail price for the replacement telephone handset.
  - 8.4.1.7 provide (and shall procure that any relevant third party vendor/supporter provides) such reasonable assistance as Exponential-e shall require in relation to any agreed inter-operability testing of the Exponential-e Services with any equipment owned by the Partner / End User not forming part of the Service(s) and which is connected (directly or indirectly) to the Service(s)
- 8.4.2 The Partner shall not (and shall procure that all users of the Service(s) shall not) use the Service(s) to make an unwanted or hoax Call that causes annoyance to the receiver of the Call, and/or is of an offensive, spiteful, abusive, indecent, defamatory, obscene or menacing nature including unauthorised or ‘spam’ Calls and ‘silent’

Calls as defined by Ofcom in its 'Statement of policy on the persistent misuse of an electronic communications service' published 1 March 2006, and any subsequent update.

8.4.3 The Partner's compliance with this Clause 8.4 shall be entirely at the Partner's cost. The Partner shall inform Exponential-e of any actual or suspected breach of this Clause 8.4 of which the Partner is aware.

**8.5 INDEMNITY**

8.5.1 The Partner shall indemnify and keep Exponential-e indemnified and hold Exponential-e harmless from and against all losses, liabilities, damages, costs, claims, demands and expenses arising out of, or in relation to, any breach by the Partner (or any user of the Service(s) for whom the Partner is responsible pursuant to Clause 7.8 of the General Terms) of the provisions of Clause 8.4.1.4 and/or Clause 8.4.2 and/or Clause 9 below.

**8.6 TERM AND TERMINATION**

8.6.1 Upon termination of a Service and/or the Contract for any reason, the Partner shall immediately cease to make use of the relevant Numbers (if applicable).

8.6.2 Clause 12.1.1 of the General Terms shall not apply in respect of self-provision licences/features, which shall be contracted for until the expiry of the Initial Term and thereafter unless or until terminated by either Party giving to the other Party not less than one (1) months' prior written notice to expire no earlier than the end of the Initial Term or at any time thereafter, and reference to "three (3) months" in Clause 12.6(a) shall be considered amended in respect of self-provision licences to "one (1) month". In the event that the Partner elects to terminate any self-provision licences/features earlier within the Voice Service Management Portal, a Termination Payment shall be payable in accordance with the General Terms.

8.6.3 Clauses 8.4, 8.5 and 8.6 shall survive termination and continue in full force and effect.

**8.7 PORTAL SECURITY**

8.7.1 The Partner / End User has the sole responsibility for putting in place and maintaining the controls that they require around the ability of persons to log into Exponential-e portals via the Partner / End User's log-in details. The Partner / End User must use best industry practice for selecting and regularly changing passwords.

**8.8 CHARGES FOR SELF-PROVISION LICENCES/FEATURES**

8.8.1 Charges for self-provision licences/features (where applicable) shall be payable monthly in advance from the Service Commencement Date. The first payment (being for the remainder of the month in which the Service Commencement Date occurs, calculated on a pro-rata temporis basis, plus the following month) shall be invoiceable by Exponential-e on or following the relevant Service Commencement Date. Subsequent payments shall become invoiceable at the start of the month immediately preceding the month being invoiced.

**8.9 SUSPENSION**

8.9.1 Exponential-e may suspend provision of the Services in the event of suspected fraudulent call activity in accordance with its Fraudulent Calls Process (as current from time to time) (copy available upon request from [sales@exponential-e.com](mailto:sales@exponential-e.com)).

8.9.2 Exponential-e shall be entitled to suspend the Service(s) in the event that it has reasonable belief that the Partner/End User has failed to comply with the PSA Code of Conduct and/or in the event that Exponential-e is instructed to suspend the Service(s) by the Phone-Paid Services Authority ("PSA").

**9. PSA Code of Practice**

9.1 If the Partner/End User is a premium rate service provider as defined pursuant to the PSA Code of Conduct 2016 (Fourteenth Edition) as amended or replaced from time to time ("Code of Conduct"), the Partner must be (and procure that the End User is) registered with the PSA and maintain such registration for the duration of the Contract with Exponential-e. The Partner shall provide reasonable documentary evidence of its registration and the End User's registration with the PSA to Exponential-e upon request.

9.2 The Partner shall (and shall procure that the End User shall) comply with all of its obligations under the Code of Conduct and any directions made by the PSA in accordance with the Code of Conduct.

9.3 The Partner acknowledges and agrees that the PSA shall be entitled to enforce clauses 9.1 and 9.2.

9.4 The Partner acknowledges and agrees that where directed to do so by the PSA, Exponential-e may immediately:

9.4.1 retain such amount of money as the PSA may require out of monies payable by Exponential-e to the Partner until permitted by the PSA to do otherwise; and/or

- 9.4.2 retain some or all money payable to the Partner in respect of certain numbers or premium rate services (as may be specified) until permitted by the PSA to do otherwise; and/or
- 9.4.3 retain all money payable to the Partner until informed by the PSA that it may do otherwise; and/or
- 9.4.4 pay over to the PSA such an amount of money retained pursuant to clauses 9.4.1, 9.4.2 and 9.4.3 above or withheld pursuant to the Code of Conduct by a Network Operator (a premium rate service provider who forms part of the premium rate value chain), as the PSA may require in order to satisfy outstanding fines and/or administrative charges; and/or
- 9.4.5 pay refunds on behalf of the Partner when so required by the PSA pursuant to paragraphs 4.9.1 and 4.9.2 of the Code of Conduct.
- 9.5 The Partner acknowledges and agrees that Personal Data collected by Exponential-e by means of any Service in respect of which the Partner/End User is a premium rate service provider may be transferred to the PSA for regulatory purposes.
- 9.6 Breach of Clauses 9.1 and 9.2 by the Partner/ End User shall be deemed a material breach of the Contract which is not capable of remedy.

#### **10. REBATE**

- 10.1 Where Numbers provided by Exponential-e will generate revenue for the Partner/ End User (including but not limited to those with 0871 and 0905 prefixes) (“Revenue-Generating Numbers”), the following provisions shall apply:
  - 10.2 Provided that:
    - 10.2.1 the Partner continues to contract with Exponential-e for the Service(s) in respect of which incoming Calls are made to the Revenue-Generating Numbers referred to in Clause 10.1 above; and
    - 10.2.2 Exponential-e receives sums in the form of rebate from the Network Operator (being a premium rate service provider who forms part of the premium rate value chain), of the Revenue-Generating Numbers for incoming Calls made to the Revenue-Generating Numbers  
Exponential-e shall as soon as reasonably practicable upon receipt of such rebate notify the Partner of the amount of rebate it is entitled to for that period.
  - 10.3 The Partner shall upon receipt of such notice from Exponential-e invoice Exponential-e for the amount notified to it. Subject to Clause 9 above, the invoiced amount shall be payable by Exponential-e to the Partner within thirty (30) days of receipt of the aforementioned invoice.

#### **11. FEES AND PAYMENT**

- 11.1 Exponential-e shall be entitled to increase the Annual Charge (following thirty (30) days written notice):
  - 11.1.1 where Exponential-e can reasonably demonstrate that such an increase is due to an increased cost of providing the Service(s) due to increases imposed on Exponential-e by its suppliers. Any such increase will not exceed the increased cost incurred by Exponential-e in providing the Service(s). Exponential-e will provide reasonable documentary evidence to support such price increase to the Partner, upon request; and/or
  - 11.1.2 in line with inflation (where any such increase shall be limited to the change in the UK Retail Price Index (or any materially-equivalent replacement index) since signature of the Contract (in the case of the first such inflationary increase) or since any previous inflationary increase (in the case of any subsequent inflationary increases)).