



Schedule document

COLLABORATION

PUBLIC
Node4 limited
03/12/2018

Schedule document

COLLABORATION

This Schedule contains additional terms, service description and Service Level Agreement applicable to the Hosted Telephony Services and should be viewed with associated Order Form, Node4's General Terms and Conditions and the Acceptable Use Policy.

1. Overview

The Node4 Collaboration Service provides the Customer with a dedicated unified communications platform located within the Node4 Data Centre.

2. Definitions

In addition to the definitions set out in the General Terms and Conditions, the following definitions shall apply to this Service Schedule:

“Call Recording Solution” means the ability to record telephone calls terminating on the Hosted Communication Platform;

“CLI” means the Calling Line Identity of a calling party;

“Collaboration Platform” means the core infrastructure used to provide the services

“Customer Responsible Faults” means in the event that a Service Affecting or Non-Service Affecting Fault is identified as being attributable to Customer provided equipment, premises, Customer power supplies, or the action of the Customer, employees or agents of the Customer, the fault shall be deemed the responsibility of the Customer. Any downtime shall not be included in service availability measurements and does not qualify for compensation.

“Endpoint” means a Customer device which is identified as either a unique IP address or a Node4 provided username and password;

“Fault Ticket Number” means the unique number issued when logging a fault with Node4.

“Hosted Communication Platform” means Node4's call recording platform which is owned and managed by Node4;

“Installation Fee” means charges payable by the Customer for the installation of Collaboration Services as provided in the Order Form;

“Monthly Review Period” means the calendar monthly periods commencing on the 1st of each month during the Term, over which Service performance measurements are calculated, provided that the first Monthly Review Period will commence following the Ready For Service Notification;

“Network Management System” means Node4's network integrated fault management system;

“Node4 Network” means the network wholly owned and managed by Node4;

“Non-Service Affecting Fault” means a fault or condition which is not a Service Affecting Fault.

“Planned Outage” means in maintaining the service provided, Node4 may with reasonable notice require a temporary outage in service. Wherever possible Node4 will agree the outage with you in advance of the required work. Any planned downtime shall not be included in fault or service reliability measurements.

“Professional Service Fees” means the professional service charges detailed on the Order Form or otherwise agreed in writing between the Parties in accordance with Clause 4 below;

“Recording(s)” means any call recording(s) resulting from the Call Recording Solution;

“SBC” means Session Border Controller

“Service Affecting Fault (SAF)” means any failure of Node4 Network, Node4 Equipment or service, which, in our reasonable opinion causes a loss of a customer's service. In all such cases the service shall be deemed unavailable and the length of downtime recorded by Node4 from when the fault is registered by Node4 and a Fault Ticket Number allocated.

“Service Availability” means the time for which a Node4 service is usable, expressed as a percentage of the total time in a given **Monthly Review Period**. The Node4 service shall be deemed available for the purposes of calculating Service Availability if it is not usable due to an event outside our reasonable control, a Customer Responsible Fault, a Third Party Attributable Fault or is due to a Planned Outage.

“Technical Support Centre” means Node4’s fault management centre, which operates the Node4 Network Management System;

“Third Party Attributable Faults” means in the event that a Service Affecting or Non-Service Affecting Fault is identified as being attributable to a third party this measurement period shall not be included in service availability measurements. Such faults do not qualify for rebates or compensation. Node4 will endeavour to resolve and rectify such Third Party Attributable Faults as soon as possible.

“Time To Resolve Fault (TTRF)” means the length of time from the issue of the Fault Ticket Number to repair and resolution or the service circuit and/or associated Node4 Equipment.

3. Specific terms

The following terms and conditions shall apply when Node4 provides Collaboration Services to the Customer.

3.1 Third parties

Node4 shall not be liable in respect of any contract, agreement or relationship that Customer may have with any third party. If a dispute arises between Customer and a third party involving Node4’s Collaboration service, Node4 shall provide the Customer with reasonable information and assistance (to the extent that such is not adverse to Node4’s interests to Customer (at Customer’s expense) in the resolution of such dispute).

For the avoidance of doubt all charges and sums due to Node4 shall be paid in full by the Customer by the due date notwithstanding that the Customer may not have received payments from its End-User where the services are being resold. Any dispute between the Customer and its End-users is the sole responsibility of the Customer. Any fraud or other

improper use of the service shall not relieve the Customer of its payment obligation to Node4.

3.2 Credit limit

All customers will be set a credit limit for call spend. An automated email may be sent from the billing system when 80% of the credit limit is reached. If this call spend limit is exceeded, then the service may be automatically suspended. If the Customer believes this credit limit will be exceeded, then it is important that contact is made with the Node4 Accounts Department to ensure continuation of service.

It should be noted that call charges in excess of the credit limit are still payable by the Customer.

3.3 Compliance

Node4 call recording systems are provided as per the specification on the Order Form, businesses considering interception, recording or monitoring of telephone calls or emails are advised to seek their own independent legal advice to ensure the agreed solution meets any legal or regulatory requirements.

3.4 Customer data

Customer shall be liable for the accuracy, quality, integrity and legality of the Customer data that Customer creates from its use of the collaboration tool, including, voice recording, video recording, instant messaging, and other communications. Customer represents and warrants that Customer owns all Customer data created within the collaboration tools and that the Customer has permission from the rightful owner for its use.

Node4 disclaims all liability relating to any Customer data with the collaboration solution, and for all liability relating to unauthorized use (by other users) of Customer data.

4. Fees

Fees will commence when Ready For Service Notification is provided by Node4, this will follow either handover of the service or notification from Node4 that the Service is available for Customer use. Fees may comprise of any or all of the following aspects.

4.1 Installation fees

Any applicable Installation Charges for the implementation of the Collaboration service shall be detailed on the Order Form.

4.2 Rental fees

Rental charges are paid either monthly or annually in advance based on the service provided and any other related service and are identified on the Order Form.

4.3 Call fees

Call Fees are payable on a per second basis. These fees are levied on the basis of successful call completions made on any of the Endpoints associated with the Service. Second based usage Fees shall be subject to a call tariff as detailed on the Order Form.

4.4 Professional services

Additional tasks undertaken by Node4 at the request of the Customer or activities undertaken by the Customer which require the remote support of Node4 personnel will be charged at the hourly rates shown below.

Time support required	Per Hour	Per Day
Mon – Fri business hours	£60.00	£480.00
Mon – Fri other times	£100.00	POA
Saturday	£100.00	POA
Sunday	£100.00	POA

These rates are for a trained engineer and are subject to an annual review by Node4. For Senior Engineers other charges apply. Please contact your account manager for details.

5. Provision of services

The Node4 Collaboration service provides the customer:

- extension(s) on a Hosted Unified Communications Platform which is run on either a dedicated server environment or the N4cloud virtualized platform
- other applications identified on the Order Form
- the ability to make and receive telephone calls via the Node4 SIPlink platform
- Node4 are not responsible for QoS, unless delivered across a Node4's QoS enabled service

Service Component	CISCO Powered				NEC Powered
	Essential	Basic	Foundation	Standard	3C
Basic Call Control	•	•	•	•	•
Single Number Reach Mobility		•	•	•	Optional
Instant Messaging & Presence (Cisco Jabber IM)		•	•	•	Optional
Desktop Video			•	•	Optional
Voice Mail & Integrated Messaging		Optional	Optional	•	Optional
Number of Devices	1	1	1	10	Optional

The Node4 Collaboration service enables end users to be as mobile as they need to be, while also taking advantage of the latest technologies in voice, video, messaging, instant messaging (IM) and presence, delivered from the cloud

5.1 Service installation and provisioning

Node4 agree to use reasonable endeavours to install and provide the Service within the timeframes defined in the Order Form. Node4 commit to notify the Customer in the event of any delays in providing the Service.

5.2 Voice

The perfect solution with the flexibility and convenience of having a choice of using physical hardware (phones) or using computers or mobile devices (softphones) to serve as their office telephone.

5.3 Video conferencing

If specified on the Order Form, the ability to connect point to point, and multi-party video sessions seamlessly from any video device connected to the Hosted Unified Communications platform. These devices can be dedicated room-based systems, personal video systems, telephone handsets (with embedded cameras) or softphone applications.

5.4 Instant messaging and presence (IM&P)

If specified on the Order Form, provides secure Instant Messaging capabilities, with messages automatically recorded and archived for future reference. Users can determine the Presence state (eg. busy, in a meeting, etc.) of other users, allowing them to make decisions regarding the best method of communication.

5.5 Mobility

If specified on the Order Form, Mobility Services include enhanced user mobility to enable your workers to stay connected and productive from any location. By using client software it is possible to turn a third-party smartphone into a virtual business telephone, allowing travellers and telecommuters to take their phone extensions with them to other locations

5.6 Meeting experience

If specified on the Order Form, meeting experience includes audio, video and web meetings with the ability to create, launch & join meetings using video endpoints directly from the collaborate tool.

5.7 Voicemail and integrated voice messaging

If specified on the Order Form, provides a fully integrated voicemail solution including email notification and acknowledgement.

5.8 Call recording

The Call Recording Solution saves the audio and metadata to a storage solution integrated within the Hosted Communication Platform.

If specified on the Order Form, an automated pause and resume function that interfaces with Customer's own systems can be provided. Please note the ability to pause calls based on user generated events is dependent on the Customer specific solution and cannot be guaranteed.

In order to provide the Call Recording Solution for each call to be recorded, it must be routed over the Node4 Network.

Any Recordings and any data contained within the Recordings are the responsibility and property of the Customer. Customer must provide Node4 with written notice of all CLIs that it requires to be recorded by the Call Recording Solution and the Customer is solely responsible for notifying Node4 of any changes, deletions or amendments to any such CLIs.

Unless otherwise agreed with Node4, Node4 will commence recording of calls automatically on call answer and will terminate recording on call release.

Node4 reserves the right to refuse access to any Recordings, subject to being provided with such evidence as it may require that the relevant requestee has authority to access such Recordings. Node4 will store all Recordings for the Term unless otherwise stated in the Order Form and will charge the Customer for such storage at the rates set out on the Order Form.

Customer should ensure that all Recordings it wishes to retain have been downloaded as Node4 will delete all Recordings relating to such Call Recording Solution immediately following termination of any Call Recording Solution (or as provided in the Order Form) and will have no liability to the Customer in regard of such deletion.

Node4 reserve the right to access and retain the Recordings or copies of them for the purposes of: (a) observing the performance of any Call Recording Solution; (b) retaining a record of activity on the Node4 Network; and (c) performing maintenance or resolving any incidents.

5.9 Call reporting and analytics

If specified on the Order Form, call reporting and analytics can provide call analysis data to Customers. The enables Customers to monitor and

measure call usage and provided data for optimisation.

The solution provides the ability to run reports (schedule or ad-hoc) on historic call detail records. This integrates with the Hosted Collaboration Platform to provide data relating to End User devices, external calls and user activity.

The reporting platform stores the call data (not audio) onto a server solution that is integrated to the Hosted Communication Platform and is accessible Customers authorised personnel, using unique password protected logins.

5.10 On-premise hardware maintenance

If specified on the Order Form, any fault relating to on premise hardware failure should be covered by hardware maintenance. It is the customer's responsibility to ensure this cover is in place. Node4 can provide hardware cover on request. If hardware maintenance is provided by Node4 this will be identified on the Order Form.

5.11 Numbering, emergency services, number porting

Please refer to the SIPLink Schedule for details.

5.12 Number allocation and porting charges

If specified on the Order Form, where agreements are in place Node4 can port customers' existing numbers or allocate new geographic, non-geographic and international numbers for use on Collaboration services. Fees for number set-up and porting are identified on the Order Form.

5.13 Hardware

If specified on the Order Form, as part of a Collaboration solution hardware may be supplied including, but not restricted to:

- IP Phones
- Telepresence devices
- Switches (optional PoE)
- Routers

Any hardware supplied is not covered under the Service Level Agreement but hardware maintenance can be provided and if taken is identified on the Order Form.

5.14 CDR definition

If specified on the Order Form, where Customer's choose to bill their customers for calls, CDR's will be placed on the portal for the Customer to download on a daily basis. Node4 will use its reasonable endeavours to ensure that the CDR download facility is permanently available. Any faults with the CDR facilities should be reported to the Node4 Technical Support Centre, in accordance with the standard fault management procedures. Node4 accept no responsibility for the validity of the billing data sent by the Customer to third parties.

5.15 Data storage and retention

Call data (call records, recordings and metadata) are stored within Node4's UK Data Centres.

Unless agreed otherwise with the Customer, data is retained for 6 months. Additional storage requirements or conditions (eg. for regulatory compliance purposes) can be accommodated, but requires an additional design and scope to be agreed.

Node4 do not guarantee any industry specific regulatory compliance which the Customer may be bound by in connection with the industry which it operates in (e.g. FCA in financial services) with regard to data capture, storage or access. Should any Customer have specific requirements in these industries, please speak to Node4 in the first instance prior to placing any Order Form.

5.16 Customer support

Unless otherwise stated on the Order Form Bronze level support, as identified in the fault management and reporting handbook is provided on Collaboration services. Node4 provides the Collaboration service direct to the Customer. The Customer commits to fully manage all their customers and suppliers directly. Node4 will not interface directly with any third parties working with the Customer. If the Customer requires Node4 to provide their customers with a customer care or NOC service this is available on request and subject to Professional Service Fees.

5.17 Connectivity

If specified on the Order Form, connectivity between Node4 and the customer site is ideally provided using a Node4-supplied connectivity solution. This is covered by a separate Service Provision and

Service Levels. Please refer to the ConnectMPLS or relevant connectivity schedule for details.

Where the customer opts to use their own IP connection Node4 can provision an IPSec Site-to-Site connection using the customers own Internet connection, or via a border proxy solution, but there are no guarantees for this service, and additional charges may apply (indicated on the Order Form).

5.18 Maintenance window

Where Node4 plans to perform essential works Node4 will endeavour to perform such works during low traffic periods and will endeavour to give the Customer at least five (5) days prior notice. In the event of an emergency or Service affecting fault such notice may be less than 24 hours.

5.19 Professional services

Node4 can provide full range of professional services including but are not limited to:

- installation and configuration
- remote services
- management

The professional services are subject to the price list below. Specific rates for large or repeat orders can be agreed on a case by case basis in writing.

All incremental expenses incurred during these Professional Services will be passed directly to the Customer. Provisioning costs such as cabling will be discussed and agreed with the Customer in the Order Form.

5.20 Changes

Standard MACs are included (fair use policy applies), Node4 will endeavour to complete Standard MACs within 3 Business Days.

Change requests conducted outside of the support contract, or change request implemented outside normal business hours will be dealt with as chargeable projects and subject to the Support and Professional Services Fess in 4.4.

Additional Orders – any additions or changes that incur additional cost such as additional users or hardware, will be managed via Node4's standard ordering process.

6. Fault reporting and management

6.1 Fault handling

Faults are handled as outlined in the Incident Management Schedule.

6.2 Time to resolve faults

Node4 aims to resolve faults in relation to the Node4 infrastructure causing a loss of service within four (4) hours.

Description	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5
Faults & Technical Queries Acknowledgement*	30 Mins	30 Mins	1 Hr	2 Hrs	1 Day
Remedial Engineer Actions Commence	1 Hr	2 Hrs	4 Hrs	12 Hrs	N/A
Time to Resolve Fault**	4 Hrs	4 Hrs	24 Hrs	72 Hrs	5 Days** *

Hours of response is dependant on Service Level (Bronze, Silver, Silver Plus, Gold)

All priority 1 & 2 faults should be raised via the tickets system then followed by a phone call.

* *Acknowledgement refers to an automated service which generates a response and alerts engineers of a service failure; or where there is dialogue between the client and the engineer.*

** *We will use reasonable endeavours to adhere to the TTRF guidelines. Where fault resolution involves third parties, or hardware replacement, then this is subject to the support contracts in place with those parties.*

6.3 Fault duration

All faults recorded by the Network Management System will be reconciled against the corresponding

fault ticket raised by the Technical Support Centre. The exact fault duration will be calculated as the elapsed time between the fault being reported to the Technical Support Centre and the time when Service is restored.

7. Service credits

7.1 Availability

The Service is “Available” when the Collaboration Platform is able to deliver inbound and outbound calls.

The following equation will be used to calculate Service Availability. References to hours are to the number of hours in the applicable Monthly Review Period:

$$\frac{(\text{Total hours} - \text{Total hours Unavailable})}{\text{Total hours}} \times 100$$

Service Availability during Monthly Review Period	Service Credits as % of Monthly Rental Charge for Collaboration Service
<99.99%-99.8%	2%
<99.8%-99.5%	5%
<99.5%-99.0%	10%
<99.0%-98.0%	15%
<98%	20%

7.2 Calculation of service credits

Where a Monthly Review Period incorporates part of a month, any Service credit will apply to a pro-rated Monthly Charge.

Service credits will be calculated monthly, aggregated and credited to the Customer on a quarterly basis.

If a Service is cancelled during a Monthly Review Period, no Service credit will be payable in respect of that Circuit for that Monthly Review Period.

The Customer must claim any Service credit due to a failure to meet the Service levels, in writing, within twenty one (21) business days of the date at which the Customer could reasonably be expected to become aware of such failure. The Customer shall

not be entitled to any Service credits in respect of a claim unless and until Node4 has received notice of the claim in writing in accordance with the above. Should Node4 require additional information from the Customer, the Customer shall assist, and shall not be entitled to any Service credits until Node4 has received all the information it has reasonably requested.

7.3 Exclusions to payment of service credits

Service credits will not be payable by Node4 to the Customer in relation to the Service Availability for faults or disruptions to the Service caused by any of the following:

- The fault, action or negligence of the Customer, its employees, agents or contractors;
- The Customer failing to comply with Node4’s Standard Terms and Conditions;
- A fault in, or any other problem associated with, equipment connected on the Customer’s side of the Node4 Network Termination Point, except where such fault or problem is directly caused by the fault action or negligence of Node4, its employees, agents or contractors;
- Any event described in Clause 10 (Force Majeure) of Node4’s Standard Terms and Conditions;
- A failure by the Customer to give Node4 access to any equipment after being requested to do so by Node4; or
- Maintenance during any Planned Outage
- Connectivity (covered by the relevant Connectivity schedule)
- Hardware on the customer site

Service credits are not applicable for more than one breach of any targets outlined in this document arising from the same occurrence.

In respect of any Monthly Review Period, the total amount of any service credit payable in relation to any service level breach shall not exceed 50% of the Monthly Charge for the affected Service.

The provision of Service credits shall be the sole and exclusive remedy for the failure to meet targets for the Collaboration service. Node4 shall have no additional liability to the Customer.