

SPECIFIC CONDITIONS P5 – UC MANAGEMENT SERVICES

These Specific Conditions govern the UC Management Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the “**Conditions**”) and Specific Conditions X3 – Standard Operational Services (“**Specific Conditions X3**”), which shall be deemed to be incorporated into the Contract for the performance of any UC Management Services provided under these Specific Conditions.

The UC Management Services set out under the heading “Mitel Application Monitoring & Event Management” will only benefit the Customer if such Mitel Application Monitoring & Event Management Services are referred to as being part of the Contract in the Order Form.

1 DEFINITIONS

1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:

“Back-Out Plan”	means a plan that documents actions to be taken by the Company to restore the Supported Software to its previous state in the event that the implementation of a Security Patch causes material disruption to the Supported Software;
“Configuration Backup Audit”	means as defined in paragraph 3.3;
“Infrastructure Monitoring and Event Management”	means as defined in paragraph 3.2;
“Low Level Design” or “LLD”	means a detailed design document produced during the project design phase detailing the designs and components that make up the Supported Software and/or the Mitel Applications (as applicable);
“Low Level Design Documentation Refresh”	means as defined in paragraph 3.4;
“Major Version”	means the major version of the released software in use, such as 1.x or 2.x, and typically includes significant new features (rather than a “minor version”, which would be a maintenance release against an existing major version, such as x.1 or x.2 that would typically include bug, stability and/or security vulnerability fixes);
“Managed Equipment”	means the equipment and/or infrastructure in respect of which the Company is to provide the UC Management Services to the Customer as set out in the Order Form;
“Mitel Applications”	means peripheral Mitel software applications including but not limited to MiVB, MiCollab, MiCC and MBG as relevant to the supported environment and detailed in the Order Form;
“Mitel Application Monitoring and Event Management”	means as defined in paragraph 3.7
“Mitel Core Configuration Service Requests”	means as defined in paragraph 3.5;
“Mitel Performance Analytics”	means a monitoring toolset provided by Mitel;
“Operating System”	means the operating system software that manages the Customer’s UC hardware and software resources and which provides common services for software and UC programs to run on the hardware;
“Patch”	means a component of software which aims to fix issues or update computer software and/or its supporting data;
“Security Patch”	means a Patch that is released by the Vendor to address a security related issue;
“Security Patching”	means as defined in paragraph 3.6
“Supported Software”	means the Operating System and/or any other software specified as supported software on the Order Form for the purposes of the UC Management Services;
“UC”	means unified communications;
“UC Applications”	means third party software applications that form part of the Customer’s UC, which may include the following features or services: - base telephony and voicemail; - conferencing; - presence and instant messaging; - call recording; - contact centre management; and/or - call logging;
“Fair Usage Policy”	means as defined in paragraph 8; and
“UC Management Services”	means the Services provided by the Company in accordance with these Specific Conditions.

1.2 All other capitalised terms, which are not defined in paragraph 1.1, shall have the meanings stated in the Conditions, Specific Conditions X3 or other applicable Specific Conditions.

2 COMMENCEMENT DATE AND MINIMUM TERM

- 2.1 The Commencement Date of the UC Management Services is the date specified as such in the Order Form or if no date is specified, the Effective Date.
- 2.2 The Minimum Term for the UC Management Services shall be as set out in the Order Form, or if no Minimum Term is specified, 12 (twelve) months from and including the Commencement Date.

3 UC MANAGEMENT SERVICES

3.1 UC Management Services will be made up of the elements described in this paragraph 3.

3.2 Infrastructure Monitoring and Event Management

- 3.2.1 The Company will, in relation to the Managed Equipment, and during the Support Hours, provide Infrastructure Monitoring and Event Management which will be limited to:
 - monitoring the Managed Equipment and providing Event Management for any Events raised by this monitoring (“**Monitoring Activity**”);
 - notification to the Customer of any pre-agreed Events raised by the Monitoring Activity;
 - basic diagnosis with the aim of identifying the reason for any alert raised during a Monitoring Activity and, where appropriate, the Company will take reasonable steps to mitigate performance degradation or outage of the Managed Equipment.

3.3 Configuration Backup Audit

- 3.3.1 The Company will, during the Support Hours and in line with the frequency stated in the Order Form, provide Configuration Backup Audit in respect of the Supported Software which will be limited to:
 - remotely checking (in accordance with the frequency stated in the Order Form), that the backup status of the Supported Software is saving to the correct location; and
 - remotely checking that the backup file date of the Supported Software is correct and within the scheduled timeframe for the environment.
- 3.3.2 If a Configuration Backup Audit identifies any error, the Company will raise an Incident and use its reasonable endeavours to resolve the issue.

3.4 Low Level Design Documentation Refresh

- 3.4.1 The Company will, in line with the frequency stated in the Order Form, provide Low Level Design Documentation Refresh, which will be limited to:
 - an audit comparing the current configuration of the Supported Software and/or the Mitel Applications (as applicable) with the Low Level Design Document held by the Company; and
 - to the extent that the audit referred to at paragraph 3.4.1(a) identifies differences between the existing configuration of the Supported Software and the Low Level Design Document, the Company will update the Low Level Design Document to align it with the current configurations of the Supported Software identified during the audit. The Customer shall provide all co-operation and assistance as may be reasonably requested by the Company.

3.5 Mitel Core Configuration Service Requests

- 3.5.1 Subject to the Customer complying with the Fair Usage Policy, the Company will, during the Support Hours, provide Mitel Core Configuration Service Requests which will be limited to working with the Customer for a duration of no more than 3 (three) hours following receipt of a request, to respond to Service Requests relating to general configuration requests of the Managed Equipment and/or Mitel Applications (as applicable).

3.6 Security Patching

- 3.6.1 The Company will, during the Support Hours, provide Security Patching which will be limited to:
- (a) monitoring of any Mitel security notifications issued by the Vendor of the Managed Equipment and/or Supported Software;
 - (b) investigation of any such notifications received from Mitel, and making suitable recommendations to the Customer in relation to the Managed Equipment and/or the Supported Software;
 - (c) remote installation of Security Patches released by the Vendor; and
 - (d) testing, where such environment is available, of an approved Patch within the Customer's test environment in accordance with a Patch schedule agreed by the Customer and the Company in writing. The parties agree that any testing of an approved Patch will not take place until such time the Patch has been approved in accordance with the Change Management process.
- 3.6.2 In the event that a testing environment is not available to the Company for the purpose of testing a Security Patch prior to its release, the Company will use its reasonable endeavours to have in place a Back-Out Plan. The Company will not be liable for any loss suffered by the Customer as a result of, or in connection with any interruption, or any other unintended consequences, loss or damage caused to the Customer as a result of an installation of a Security Patch.
- 3.6.3 The Company will provide the Security Patching using Patch management software determined by the Company. The Company reserves the right to change, at its cost, its Patch management software from time to time at its sole discretion.
- 3.6.4 The Company shall not be liable to the Customer for any loss suffered by the Customer as a result of, or in connection with the release of a Patch that causes any interruption or disruption to the Supported Software, or that causes any loss of data to the Customer.

3.7 Mitel Application Monitoring and Event Management

- 3.7.1 This paragraph 3.7.1 shall apply where it has been specified in the Order Form that the Company is providing Mitel Application Monitoring and Event Management.
- 3.7.2 The Company will, during the Support Hours, provide the Mitel Application Monitoring and Event Management which will be limited to:
- (a) the monitoring of the Mitel Application using the Mitel Performance Analytics toolset ("**Mitel Monitoring Activity**");
 - (b) Event Management in relation to Events which have been identified and raised by the Mitel Performance Analytics toolset;
 - (c) notification to the Customer of any pre-agreed Events raised by the Mitel Monitoring Activity; and
 - (d) basic diagnosis with the aim of identifying the reason for any alert raised during the Mitel Monitoring Activity, and where appropriate, the Company will take reasonable steps to mitigate performance degradation or outage of the Mitel Application.

4 CUSTOMER OBLIGATIONS

4.1 UC Management Services

- 4.1.1 The Customer shall:
- (a) implement security measures to prevent unauthorised access to the UC Management Services and the Customer's (and any of its sub-contractors') equipment, network elements and premises, including maintaining (and procuring that its users maintain) the integrity and secrecy of all passwords, log-in details and access codes used for accessing or using the UC Management Services or any of its equipment, network elements and premises;
 - (b) not configure, maintain or modify (or permit any third party to configure, maintain or modify) any Managed Equipment without the prior written consent of the Company, except in the case that configuration is required to the Managed Equipment for the purpose of configuration relating to end users, in which case prior written consent will not be required;
 - (c) maintain and comply with subscriptions to Vendor-specific software assurance programs for the duration of the UC Management Services in respect of the Managed Equipment and/or the Supported Software, unless the Vendor-specific software is provided by the Company and identified as such in the Order Form; and
 - (d) without undue delay, grant all reasonable consents and/or any authorisation access permissions, as reasonably required by the Company to any applicable monitoring or management toolsets used by the Company for the purpose of performing UC Management Services and for the purpose of upgrading such toolsets.
- 4.1.2 The parties acknowledge and agree that should any of the below circumstances or events occur either directly or indirectly that affects the Company's ability to achieve the Service Levels or perform the UC Management Services, the Company will not be liable for any breach of the relevant Service Level or for any failure or any delay to perform the UC Management Services to the extent that such delay or failure is caused by, or exacerbated by:
- (a) any failure by the Customer to provide secure connectivity from the Company's management systems to the Managed Equipment which is required to enable remote configuration or management of the Managed Equipment by the Company, unless such connectivity is provided by the Company and identified accordingly in the Order Form; and/or
 - (b) any failure, or delay by the Customer to meet and satisfy its obligations set out in paragraph 3 or this paragraph 4.

5 EXCLUSIONS

- 5.1 The following are excluded from the UC Management Services and the Customer shall be solely responsible for:
- 5.1.1 the cost of any UC licences or other software license renewals or security certificate renewals;
 - 5.1.2 the provision or installation of hardware, licensing and/or security certificates that are required to meet the pre-requisites for any upgrades released by the Vendor; and/or
 - 5.1.3 upgrades to the Major Version of the UC Applications or other software running on the Managed Equipment.

6 CHARGES

- 6.1 The Charges for the UC Management Services are as identified in the Order Form.
- 6.2 The Charges will be invoiced annually in advance or as otherwise stated in the Order Form, with the first invoice issued by the Company on or around the Commencement Date and annually thereafter.

7 SERVICE LEVELS

- 7.1 The Company will provide the management of Incidents in accordance with Specific Conditions X3.
- 7.2 The Company will perform Request Fulfilment in accordance with Specific Conditions X3.

8 FAIR USAGE POLICY

- 8.1 All UC Management Services are provided on a 'reasonable use' basis as determined by the Company and are measured over a three (3) month rolling average.
- 8.2 If, using its reasonable judgement, the Company considers that the use of the UC Management Services by the Customer has consistently or notably exceeded typical usage by other customers, or that an individual request made by the Customer is not reasonable in nature, the Company may take reasonable steps to address the usage pattern or request. Such steps may include:

SPECIFIC CONDITIONS P5 – UC Management Services



- 8.2.1 remedial work to address the root cause of the issues that are causing overuse of the UC Management Services, such work being chargeable by the Company on a time and materials basis;
- 8.2.2 revising recurring charges or imposing additional time and materials charges in consideration of the overuse/request; and/or
- 8.2.3 limiting the Customer's use of the UC Management Services in line with typical customer use.