

SPECIFIC CONDITIONS P6 – UC MAC SERVICES

These Specific Conditions govern the UC MAC 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 MAC Services provided under these Specific Conditions.

1 DEFINITIONS

- 1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:
- “Authorised End User” means an authorised end user of the Managed Equipment and/or the Supported Software;
 - “MAC Threshold” means the number of Service Requests for MACs that the Customer is entitled to make during each UC Contract Year, as set out in the Order Form;
 - “MACs” means any moves, additions and/or changes to an Authorised End User’s configuration on the Managed Equipment and/or the Supported Software;
 - “Managed Equipment” means the equipment and/or infrastructure in respect of which the Company is to provide the UC MAC Services to the Customer as set out in the Order Form;
 - “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;
 - “Supported Software” means the Operating System and/or any other software specified as supported software on the Order Form;
 - “UC” means unified communications;
 - “UC Contract Year” means a period of twelve months commencing from either: (i) the Commencement Date of this Contract; or (ii) any subsequent annual anniversary of the Commencement Date; and
 - “UC MAC Services” means the UC MAC Services as 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 MAC 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 MAC 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 MAC SERVICES

- 3.1 The Customer may, at any time during the Term of this Contract, request a MAC in respect of the Supported Software and/or the Managed Equipment by raising a Service Request (“**UC MAC Services**”).
- 3.2 The Customer will raise with the Service Desk, a Service Request for a MAC by telephone and/or web portal as directed by the Company from time to time. Service Requests are logged and managed by the Company in accordance with the Company’s standard processes.
- 3.3 In providing the UC MAC Services the Company will:
- 3.3.1 fulfil Service Requests within the relevant Support Hours;
 - 3.3.2 fulfil Service Requests in accordance with the Service Request Response Times;
 - 3.3.3 notify the Customer if, in its reasonable opinion, the fulfilment of a Service Request will, or is likely to exceed thirty (30) minutes;
 - 3.3.4 spend no more than thirty (30) minutes attempting to resolve or fulfil a Service Request. If a Service Request is not fulfilled within 30 minutes of the Company attempting to resolve or fulfil the request, the Service Request will be deemed completed and fulfilled; and
 - 3.3.5 notify the Customer where a Service Request has exceeded the MAC Threshold or will exceed the MAC Threshold.

4 CUSTOMER OBLIGATIONS

- 4.1 The Customer acknowledges and accepts that if, at the end of each UC Contract Year, the Customer has not met the MAC Threshold, it shall not be able to roll over any unused MACs for that UC Contract Year into a subsequent UC Contract Year.
- 4.2 The Customer shall not claim, nor be entitled to any refund, or credit of any kind in respect of any MAC not used during the relevant UC Contract Year.
- 4.3 The Customer shall at all times, promptly provide co-operation and assistance as may be reasonably required by the Company for the purpose of the Company fulfilling its obligations in relation to UC MAC Services.

5 EXCLUSIONS

- 5.1 The following are excluded from the UC MAC Services and the Customer shall be solely responsible for:
- 5.1.1 any MAC that exceeds, or in the Company’s reasonable opinion is likely to exceed thirty (30) minutes per Service Request; and/or
 - 5.1.2 any MAC in respect of configuration to the infrastructure or core system of the Managed Equipment and/or Supported Software which is not a configuration relating to an Authorised End User configuration.

6 CHARGES

- 6.1 The MAC Threshold and the agreed Charges for the UC MAC Services are as identified in the Order Form.
- 6.2 Where:
- 6.2.1 no MAC Threshold is specified in the Order Form; and/or
 - 6.2.2 the Customer has exceeded the MAC Threshold,
- the fulfilment of such MACs by the Company shall be at the Company’s sole discretion and shall be subject to additional Charges for fulfilling the MAC on a time and materials basis in accordance with the rates set out in the Order Form, or where no rate is set out in the Order Form, in accordance with the Company’s then standard rates for MAC.

7 SERVICE LEVELS

- 7.1 The Company will perform Request Fulfilment in accordance with Specific Conditions X3.