

Service Specific Terms



Converged [Hybrid]/[Evolved] Voice Service

Vodafone Business Customers

1. The Service – Overview

- 1.1 The Vodafone Converged [Hybrid]/[Evolved] Voice service (the “**Converged [Hybrid]/[Evolved] Voice Service**”) enables customers to use the same connection for voice and data by providing a voice over a data / SIP connection that connects customers’ private branch exchange or similar equipment to the PSTN and Vodafone’s IP network. The term “**Service**” or “**Services**” in these Service Specific Terms means the Converged [Hybrid]/[Evolved] Voice Service.

2. Service Term Structure

- 2.1 These Service Specific Terms include:
- (a) the service specification, which sets out a description of the Service, including optional Service Elements, complementary Services (where available), and may be updated from time to time (the “**Service Specification**”). The specific Service Elements selected by Customer will be set out in the Commercial Terms and/or Order;
 - (b) the service levels, which set out the standards that will be applied to the provision of the Service in addition to the standards set out in the Tiered Support Service Specific Terms (the “**Service Levels**”); and
 - (c) the Mandatory Accompanying Services (for connectivity to the PSTN via shared SIP Trunks)
- 2.2 The following documents further govern Vodafone’s supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:
- (a) the Commercial Terms;
 - (b) the General Terms;
 - (c) the Fixed Service Term set out at www.vodafone.co.uk/terms;
 - (d) the Order, which confirms the Service Elements selected by/for Customer;
 - (e) the Tiered Support Service Specific Terms available at www.vodafone.co.uk/terms; and
 - (f) any applicable policies and guidelines, as provided from time to time by Vodafone.

3. The Service and Equipment

- 3.1 The Converged [Hybrid]/[Evolved] Voice Service is a voice over a data / SIP connection that enables customers to connect to their private branch exchange or other similar equipment with connectivity to the PSTN as well as to Vodafone’s IP network.
- 3.2 Where the Customer has chosen the Converged Hybrid Voice Service, this provides an ISDN30 connection to a traditional PBX using Q.931e signalling and uses shared SIP trunks which are SIP trunks that share the bandwidth of a data service or a network based internet access (NBIA) service to connect to the Vodafone IP network.
- 3.3 Where the Customer has chosen Converged Evolved Voice Service, this is a SIP service that uses shared SIP trunks to share the bandwidth of a data service or a network based internet access (NBIA) service.
- 3.4 The Service comprises required core Service Elements and may also include optional Service Elements selected by Customer both of which shall be set out in the Commercial Terms and/or Order.
- 3.5 Fixed Equipment relevant to this Service, which may include network terminating equipment and/or battery powered back-ups, SIP to ISDN30 converters, gateways or routers. The Commercial Terms and/or Order will identify which Fixed Equipment, if any, Vodafone will supply to the Customer and which of such Equipment will be purchased by Customer. Associated Charges shall be set out in the Commercial Terms and/or Order.

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4. Service Specific Conditions of Use

- 4.1 **Vodafone Supplied Router:** Where the Customer has chosen to use a Vodafone Supplied Router as part of the Service Vodafone will be responsible for the installation, maintenance, performance, change requests and compatibility of that Vodafone Supplied Router with the Service.
- 4.2 **Telephone Numbers:**
- (a) Subject to the provisions of any Applicable Law, regulation or licence condition, telephone numbers allocated to the Customer and all rights in those numbers shall belong to Vodafone and the Customer shall not sell or transfer, or attempt to sell or transfer, any telephone number to a third party. The Customer shall have no trade name right in any telephone number that Vodafone allocates to it nor any trade name right that may develop in any telephone number allocated to it and Vodafone may withdraw such telephone number(s) where the Customer or User fails to comply with the Agreement.
 - (b) Vodafone shall (where applicable) provide a facility for transferring or porting telephone numbers in accordance with Applicable Law and standard industry practice. Where fixed line telephone numbers are to be transferred to Vodafone, then the Customer will need to complete and send the porting authority letters to Vodafone using templates provided.
- 4.3 **PSTN Connection:** Customer shall not (and shall ensure that its Users shall not) connect or seek to connect the Service to the PSTN other than in accordance with Applicable Law.
- 4.4 **Resale:** If Customer is granted the right by Vodafone to resell the Service to others or resell some functionality that the Service provides to others (each, an "**Other User**" and each such action, a "**Resale**") in accordance with clause 3.5 of the General Terms, Customer will:
- (a) as between Customer and Vodafone, be responsible for other Users' use of the Service;
 - (b) be responsible for all dealings with other Users about the Service;
 - (c) require each other User to agree in writing not to engage in the Service misuse;
 - (d) not make any representation or warranty, or offer any indemnity to or otherwise make any commitment to any other User on Vodafone's behalf;
 - (e) be responsible for having and keeping in place all licenses, permissions, ministerial determinations, directions and declarations and other governmental approvals needed for resale;
 - (f) comply with all applicable resale laws and regulations;
 - (g) ensure that Vodafone has the correct details for inclusion in the Emergency Services database (see clause 4.5), and
 - (h) reimburse Vodafone for any costs or expenses Vodafone incur as a result of any breach by Customer of this clause 4.4.
- 4.5 **Emergency Services Information:** Customer shall:
- (a) provide Vodafone with complete and accurate Customer Site address information and not alter it in any way without giving Vodafone at least 10 days' written notice;
 - (b) if Customer's PBX (private branch exchange(s)) are not managed by Vodafone, ensure that any changes to the configuration of the PBX do not impact the Customer Site to Telephone Numbers mapping information that Vodafone has recorded in accordance with clause (a);
 - (c) make Users accessing the SIP Trunk Services via a soft client that has not been supplied by Vodafone, aware that Vodafone will be unable to automatically determine their location if they make an emergency services call using the Service; and
 - (d) ensure that such Users provide their location details in the event that they make an emergency services call using the Service.

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4.6 **Presentation Numbers:**

- (a) Customer shall comply with the Ofcom CLI Guidelines in relation to the use of geographic presentation numbers on outgoing calls which shall include but not be limited to ensuring that the Type 3/Type 4/Type 5 Presentation CLI displayed by Customer shall meet the following requirements:
 - (i) It shall be a dialable number;
 - (ii) it shall be allocated to Customer or a third party, provided that where allocated to a third party, such party's permission must have been obtained by Customer; and
 - (iii) it must not be a number that connects to a premium rate service or to a revenue sharing number that generates an excessive or unexpected call charge.
- (b) Customer acknowledges that, unless otherwise agreed, on calls to emergency services the CLI that is used to locate the caller identifies the point of ingress into the PSTN rather than the Type 3 Presentation CLI being used. Accordingly, where calls are broken out to the PSTN in a location remote from the originating caller, Customer acknowledges that the emergency services may not automatically be able to identify the location from where the call was made.
- (c) Customer agrees to indemnify, keep indemnified and hold harmless Vodafone from and against any actions, fines, losses (including without limitation any loss or damage to Vodafone's goodwill and/or reputation), liabilities, claims, demands, costs, expenses, whether or not the aforementioned was foreseeable, that arise from Customer's non-compliance with this clause 4.6 (Presentation Numbers).

4.7 **Third Party Provider:** Where required by Applicable Law, the Services may be provided in a given country by a Third Party Provider which has the necessary authority to provide the Services. Customer shall be aware that in certain geographic locations, Vodafone will provide the Services through the use of a local Third Party Provider.

4.8 **Mandatory Accompanying Services:** In order to receive the Service, Customer must have the minimum mandatory accompany service as set out in in these Service Specific Terms failing which, Vodafone may suspend or terminate the provision of any Services without liability and/or recover any costs incurred. Vodafone shall not be liable for any performance or non-performance issues with the Service caused by Customer not complying with this clause 4.8.

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Service Levels

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1. Incident Management

- 1.1 Incidents shall be deemed to: (i) commence when Acknowledged by Vodafone; and (ii) end when Vodafone advises Incident resolution. The Customer will be deemed to have been advised if Vodafone has made reasonable attempts to contact the Customer.
- 1.2 It may be necessary for a temporary interruption to the Service from time to time for Vodafone to carry out essential maintenance or network upgrades to the Service and/or equipment (an “**Outage**” or “**Outages**”). Vodafone will use reasonable endeavours to minimise the number of Outages and any subsequent disruption to the Customer. The Customer is responsible for notifying its Users, customers or Third Party Providers of any Outage.

2. Severity Levels of Incidents and Incident Resolution Time

- 2.1 Vodafone aims to resolve Incidents within the Incident Resolution Time (see table in paragraph 2.3 below). Vodafone cannot guarantee that this will be possible in all circumstances and consequently does not offer compensation if this target is not achieved.
- 2.2 Initially Vodafone will work remotely to resolve all network Incidents and Incidents. However, Vodafone may require an engineer to visit the affected Customer Site. In these instances, Vodafone will confirm the site access availability with Customer and manage the site visit and Incident resolution according to such site access.
- 2.3 The table below gives the target Incident Resolution Times, depending on the severity of the Incident.

Severity Level	Description	Target Incident Resolution Time
Level 1	Total loss of Service at any one Customer Site	4 hours – if on network 5 hours – if off network
Level 2	Partial loss of Service at any one Customer Site	24 hours
Level 3	Service quality issue (e.g. congestion or call quality)	48 Working Hours
Level 4	Minor issue (e.g. feature not working or intermittent fault)	72 Working Hours

- 2.4 The percentage calculation of Target Incident Resolution Time is based on the Incidents logged by Vodafone within the Annual Measurement Period.
- 2.5 Incident resolution times are given in elapsed hours and apply 24/7 except where an engineer is required to visit Customer Site. Resolution times for Incidents that require engineers to visit site will depend on the availability of access to the site.
- 2.6 The times for resolution of Incidents under this section will not apply to any Incidents with performance reporting, or that arise during a scheduled maintenance window or as a result of, or in connection with, an Excluded Event.
- 2.7 An aborted visit charge may be payable if a Vodafone engineer is requested to visit Customer Site and access is not possible or the Incident is found to be on non- Vodafone provided equipment.

3. Service Level Availability

- 3.1 Availability is calculated yearly, based on the ‘up-time’ of the service (“P”), as follows:

- P = A minus B divided by A X 100
- A number of whole hours in calendar year
- B number of whole hours in calendar year during which the Service is not available, excluding time where the Service is unavailable due to an Excluded Event.

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The calculation of service availability is based on the Incidents logged by Vodafone within the Annual Measurement Period.

Periods of unavailability caused by Excluded Events will not be included in the service availability calculation.

- 3.2 The Service is intended to be Available 24 hours a day, each day of the year and is provided by Vodafone 24 hours a day, 365 days a year. The Service is engineered to meet the following Availability measures which are industry standard for switched telephony services:

Type of installation	Availability
End-to-end service (including delivery circuits)	99.85%

- 3.3 Vodafone shall not be liable for any failure of the Service to meet the specified Service Levels to the extent that such failure is due to Customer Site access not being granted, or any other act or omission by Customer which prevents Vodafone from performing the Service or is a direct result of any interruptions or maintenance activities agreed with Customer.

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Mandatory Accompanying Services

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In order to receive connectivity to the PSTN via converged access voice, Customer must provision the Mandatory Accompanying Services set out below:

Mandatory Accompanying Service	Provided by
IP-VPN QoS	Vodafone

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Definitions

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The following definitions are applicable to the Services:

Annual Measurement Period	the period of twelve months from the Service Commencement Date or each anniversary of the Service Commencement Date thereafter (or a period of twelve months as otherwise agreed between the parties).
Available	that Users can make and receive voice and data calls and all supplementary services supplied are working.
Availability	the percentage of time the Service is “Available” in any one calendar year
Excluded Events	any of the following: <ul style="list-style-type: none">(a) a fault or incident with any other Vodafone service purchased under separate service specific terms;(b) a fault or incident in, or any other problem associated with, non-Vodafone-supplied power, any CPE, non-maintained structured cabling or other telecommunications systems not operated or provided by Vodafone;(c) the fault or incident caused by Customer’s negligence, act or omission or that of any third party not within Vodafone’s direct control;(d) Customer not performing or a delay in performing any of its responsibilities under the Agreement;(e) Customer requesting Vodafone to modify a Customer Site, or test one although no fault has been detected or reported in accordance with the Service Specific Terms;(f) service suspension or a Force Majeure event in accordance with the General Terms;(g) the inability or refusal by a Third Party Provider to provide the Access Circuit at a Customer Site;(h) a Configuration Change in the process of implementation;(i) an Outage;(j) any degradation of performance that is caused by, or for any fault in, the Access Circuit that occurs as a result of, or in connection with, technical limitations beyond Vodafone’s control;(k) a fault or incident caused by failure at any other Customer Site; or(l) any other circumstances caused by events for which Vodafone is not liable in accordance with the terms of the Agreement.
Incident	any fault, incident or problem which affects the Service provided to Customer, excluding any fault, incident or problem with any other Vodafone service purchased under separate service specific terms.
Ofcom	Office of Communications, the UK government-approved regulatory and competition authority for the broadcasting, telecommunications and postal industries of the United Kingdom.

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Definitions

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Ofcom CLI Guidelines	the guidelines for the provision of calling line identification facilities as set out here: https://www.ofcom.org.uk/phones-telecoms-and-internet/information-for-industry/telecoms-industry-guidance/calling-line-identification and as may be amended from time to time.
PSTN	public switched telephony network.
Type 3/Type 4/Type 5 Presentation CLI	has the meaning defined in the Ofcom CLI Guidelines.
Service Level(s)	the service levels which apply to the provision of the Service as set out in the Service Levels schedule.
Severity Level	a categorisation of the severity of an Incident as set out in these Service Specific Terms.
Vodafone Supplied Router	a router at a Customer Site that is provided and managed by Vodafone.