

Service Specific Terms

storm Communications Integration Services

Vodafone Business Customers



1. The Service – Overview

- 1.1 The Vodafone **storm**® Communications Integration™ (“**storm Communications Integration Services**”) is a cloud platform solution with the capability to provide an integrated IP contact centre service and unified communication (“UC”) service. The term “**Service**” or “**Services**” in these Service Specific Terms means the storm Communications Integration Services.

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 and complementary Services (where applicable), and may be updated from time to time (the “**Service Specification**”). The specific Service Element 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 (the “**Service Levels**”); and

- 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 as set out at www.vodafone.co.uk/terms;
- (c) the Fixed Service Terms as set out at www.vodafone.co.uk/terms;
- (d) the IP VPN Service Terms as set out at www.vodafone.co.uk/terms;
- (e) the Order, which confirms the Service Element selected by/for Customer;
- (f) the Customer Solution Design (“CSD”);
- (g) the statement of work, which is prepared for Customer by Vodafone that contains further detail of the Service; and
- (h) any applicable policies and guidelines, as provided from time to time by Vodafone.

3. The Service and Equipment

- 3.1 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.

- 3.2 The Commercial Terms and/or Order will

- (a) identify which Equipment, if any, Vodafone will supply to the Customer and which of such Equipment will be purchased by Customer;
- (b) any applicable associated Charges;
- (c) Customer Equipment required for use of the Service; and
- (d) Vodafone service, or services required for the use of the Service.

4. Service Specific Conditions of Use

- 4.1 Vodafone has no obligation to Customer and Vodafone assume no liability whatsoever in connection with:

- (a) security tests conducted by Customer or third parties including but not limited to government security accreditation, security penetration tests, security audits against industry standards such as ISO 27001 or payment card industry (“**PCI**”) requirements;
- (b) Customer’s Equipment or Equipment installation or maintenance contracts with a third-party or any work carried out by that third party; or

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- (c) internet access that is not directly supplied by Vodafone.
 - (d) Security or user controls on Vodafone or Customer Equipment.
- 4.2 Third party providers:
- (a) Vodafone will provide the Service through a third party supplier Content Guru.
 - (b) If Customer requires third party software or services for the Service, then use of such software or service may be subject to Customer accepting additional terms and conditions as advised by Vodafone and/or the third party. Failure to accept such terms and conditions may mean that Customer is unable to access the Service.
- 4.3 Coverage Bands and Frame Delay service degradation information, which sets out a non-binding description of available Coverage Bands and target Frame Delay service levels as detailed in Vodafone's IP VPN Service terms.
- 4.4 **Equipment:** Vodafone may provide Equipment in conjunction with the Service in which case the provisions in the General Terms in addition to the following will apply:
- (a) **Handsets** – Customer can either purchase handsets from Vodafone, or use Customer handsets in accordance with the following:
 - (i) **Vodafone Handset:-**
 - (A) purchase from Vodafone, Vodafone Handsets as set out in the Commercial Terms and/or Order, and
 - (B) only use the Vodafone Handset in accordance with the instruction manual provided with the Vodafone Handset.
 - (ii) **Customer Handset:-**
 - (A) only use Customer Handsets approved by Vodafone and as detailed in the Vodafone PBX approved device list, which is available on request.
 - (b) **Warranty for Vodafone Handsets**
 - (i) Vodafone shall pass on the benefit of any warranties in accordance with the General Terms.
 - (ii) the warranty period will be in accordance with the third party warranty, and will commence on the date risk in the Vodafone Handset passes to the Customer in accordance with the General Terms.
 - (iii) Where a Vodafone Handset has been returned to Vodafone, Vodafone will determine if the Vodafone Handset is faulty and covered by the warranty, or if the handset is faulty as a result of damage caused by the Customer.
 - (A) If the fault is caused by the Customer, the Customer will be charged for the replacement Vodafone Handset.
 - (B) If Vodafone confirms the fault is covered by the warranty, Vodafone shall repair the Vodafone Handset where possible, or replace it with the same or equivalent model with a similar specification.
 - (iv) Outside of the warranty period, if Customer reports a fault with a Vodafone Handset which cannot be resolved by Vodafone, then Customer shall keep the Vodafone Handset and order and pay for a replacement Vodafone Handset.
 - (v) Any replacement Vodafone Handset shall only have the benefit of the unexpired term of the warranty period applicable to the original Vodafone Handset.
 - (vi) Customer will be responsible for all costs associated with the collection, and return of the Vodafone Handset, both during and outside of the warranty period.
- 4.5 **PCI Compliance.**

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- (a) The storm PADLOCK and LOCK service as described in the Service Specification, are PCI Compliant, and a copy of the attestation certificate is available on request.
- (b) Save as set out in clause 4.5(a), Vodafone does not warrant that the storm Integration Communication Services will be PCI Compliant or that the Services will enable Customer to be compliant with Applicable Privacy Law.

4.6 Emergency Services.

- (a) Notwithstanding the Emergency Services provisions set out in the Fixed Terms:
- (b) Customer shall:
 - (i) give Vodafone at least 10 days' notice of any change to the location of any such Handset and to any change to the relevant Customer Site address information;
- (c) Vodafone will allocate local geographic telephone numbers to Customer Site address information provided by Customer. Vodafone will store the geographic telephone numbers in the Handsets located at each of those Customer Sites. Vodafone will then pass this information to the emergency services operator to enable them to determine the location of the caller in the event that an emergency services call is made from a Customer Site using one of those Handsets. If Customer does not provide Vodafone with accurate and up to date Customer Site address and Handset information then this may result in the emergency services being despatched to the wrong location with potentially serious consequences, and
- (d) Users that use the Services via a soft client will be required to answer questions from the emergency services operator to enable their location to be identified when making a call to the UK emergency services.

4.7 Out-Payments for Inbound Call Management:

- (a) For Out-Payments for Inbound Call Management the Service utilises Vodafone's Inbound Voice Services, and is governed by the Inbound Voice Service Terms, which are up dated from time to time and available on request.

4.8 Termination. Notwithstanding the termination provisions set out in the General Terms or the Fixed Service Terms:

- (a) Vodafone shall be entitled to terminate these Service Specific Terms or the provision of the Services in the event that:
 - (i) the licence or regulatory authorisation under which the Telecommunications Administration of Origin ("TAO") conveys the calling party's Call expires or is terminated;
 - (ii) any interconnection agreement between Vodafone and another public telephone operator relating to the Services expires or is terminated and is not renewed forthwith on equivalent terms;
 - (iii) the telephone number(s) allocated to Vodafone by the TAO or Ofcom for the provision of Services is (are) withdrawn or are no longer made available by a TAO or Ofcom; or
 - (iv) Vodafone has reason to suspect fraud or artificially inflated traffic (AIT) in respect of use of the Services by the Customer or the Customer's customers;
- (b) the Services shall terminate automatically in respect of and to the extent that the Customer elects to port any of the Inbound Numbers to a third party and, in such circumstances:
 - (i) the Customer shall provide Vodafone with, at least 7 days' notice in relation to any non-geographic numbers and, at least 25 days' notice in relation to any geographic numbers;
 - (ii) Vodafone shall be entitled to treat any such termination as a termination for convenience in relation to the affected numbers by the Customer and Customer shall be obliged to pay the Recovery Charges as set out in the Commercial Terms;
 - (iii) the Customer shall also be obliged to Vodafone's standard processing charges for porting any numbers to a Third Party Provider as set out in the Commercial Terms and/or Order; and

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- (iv) Vodafone shall not be obliged to provide any Services to the Customer in respect of any Inbound Numbers that the Customer has ported.
- 4.9 Notwithstanding any provision to the contrary in this Agreement Vodafone shall not be liable for any failure to perform or any delay in performing an obligation under this Agreement to the extent that such failure or delay arises as a result of or in connection with the occurrence of an Excluded Event.
- 4.10 Vodafone may publicly refer to Customer as being a customer using the storm Communications Integration Services.

5. Data Protection

- 5.1 Vodafone shall act as Data Controller save:
 - (a) where Vodafone hosts any Personal Data on behalf of Customer;
 - (b) in respect of the storm RECORDER service;
 - (c) in respect of the storm VIEW service;
 - (d) where Customer opts to receive the storm WFM optional product; and/or
 - (e) where Customer opts to receive the storm Customer Knowledge System module.(the "Processor Services").
- 5.2 Vodafone shall act as Data Processor in respect of the Processor Services. The remainder of this clause 5 shall apply only in respect of the Processor Services.
- 5.3 Vodafone (and their subcontractors):
 - (a) may Process User Personal Data for: (i) provision and monitoring of the Service; or (ii) any other purpose agreed between the parties subject to Customer's prior written consent. Additional instructions require prior written agreement and may be subject to Charges. Customer shall ensure that its instructions comply with Applicable Laws.
 - (b) may use User Personal Data to create statistical data and information about service usage and devices that does not identify a User.
 - (c) may engage another processor (a "Sub-Processor") to carry out processing activities in the provision of the Services or to fulfil certain obligations of Vodafone under the Agreement. Vodafone shall inform the Customer of changes to Sub-Processors where Vodafone is required by Applicable Privacy Law by (i) providing at least ten (10) Working Days' prior notice, or (ii) listing the new or replacement Sub-Processor on www.vodafone.co.uk at least ten (10) Working Days before Vodafone authorises and permits the new or replacement Sub-Processor access to User Personal Data in order to give the Customer the opportunity to reasonably object to such changes. Vodafone will enter into a contract or other legal act with the Sub-Processor and will impose upon the Sub-Processor substantially the same legal obligations as under this clause to the extent required by Applicable Privacy Law and that the Sub-Processor is carrying out the relevant processing activities. Vodafone shall remain liable to the Customer for the performance of that Sub-Processor's obligations.
 - (d) may retain the User Personal Data for as long as is required to deliver the Service and shall destroy or return (at Customer's option) User Personal Data in its possession upon termination of the Agreement, save where Customer opts for Vodafone to retain User Personal Data subject to a new hosting agreement.
 - (e) shall limit access to User Personal Data to those necessary to meet Vodafone's obligations in relation to the Service and take reasonable steps to ensure that they: (i) are under an appropriate statutory obligation of confidentiality; (ii) are trained in Vodafone's policies relating to handling User Personal Data; and (iii) do not process User Personal Data except in accordance with the Customer's instructions unless required to do so by Applicable Law.

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- (f) shall (i) provide appropriate technical and organizational measures for a level of security appropriate to the risks that are presented by Processing; and (ii) comply with the security requirements contained in the Vodafone information security policies based on ISO 27001;
 - (g) shall (i) provide Customer with such information, assistance and co-operation as Customer may reasonably require to establish compliance with Applicable Privacy Law including any personal data breach notification; (ii) without undue delay, notify Customer of any unauthorised access to User Personal Data of which Vodafone becomes aware, which results in loss, unauthorised disclosure or alteration to the User Personal Data; and (iii) where required by Applicable Privacy Law and requested by the Customer (prior to the processing), provide the Customer reasonable assistance to carry out a privacy impact assessment of the Services and any prior consultation of the relevant supervisory authority.
- 5.4 **Audit:** Customer shall with respect to any right of audit, including inspections, which they may have under Applicable Privacy Law relating to data protection, agree to exercise such right as follows: (a) no more than once per annum following the Agreement Start Date, request to meet (on a mutually acceptable date) with one or more senior representatives of Vodafone's security and/or audit department to review Vodafone's security organization and the best practice and industry standards which Vodafone meets or to which it aspires, including, without limitation, ISO 27001 (or equivalent), provided that such audit shall relate to the Services only. If the Transfer Contract Clauses apply (the model contract clauses set out in the European Commission's Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to data-processors established in third countries, under the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data as may be amended or replaced by the European Commission from time to time), nothing in this clause 5.4 amends or varies those standard clauses nor affects any data subject or supervisory authority's rights under those clauses; and (b) be responsible for reviewing the information made available by Vodafone and making an independent determination if the Services meet the Customer's requirements and legal obligations as well as its obligations under this clause.
- 5.5 **Transfer of User Personal Data out of the EEA:** Vodafone may transfer User Personal Data to countries outside the European Economic Area only to the extent that (i) User Personal Data is transferred on terms substantially in accordance with the Transfer Contract Clauses for the transfer of Personal Data to processors established in third countries; (ii) that the transfer of User Personal Data does not put any member of Customer Group in breach of its obligations under Applicable Privacy Law; or (iii) it is required to do so by Union or Member State law to which it is subject; in such a case, Vodafone shall inform the Customer of that legal requirement before processing, unless that law prohibits such information.
- 5.6 **Law enforcement authorities: Vodafone:** (i) may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, User Personal Data, or be required by Applicable Law to disclose User Personal Data to persons other than Customer; (ii) will not be in breach of its obligation to Customer in complying with such obligations to the extent legally bound; and (iii) shall notify Customer as soon as reasonably possible of any such demand unless otherwise prohibited.
- 5.7 **Enquiries from Users:** Vodafone shall, where the Customer is required under Applicable Privacy Law to respond to enquiries or communications (including subject access requests) from Users and taking into account the nature of the processing (i) without undue delay pass on to Customer any enquiries or communications (including subject access requests) that Vodafone receives from Users relating to their User Personal Data or its Processing; and (ii) assist the Customer by appropriate technical and organizational measures, insofar as this is possible in the Customer's fulfilment of those obligations under Applicable Privacy Law.

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1. **storm Communications Integration Services**
 - 1.1 For the purposes of this Service Specification, references to the storm Communications Integration Services shall include the Core Service Elements and the Optional Service Elements.
 - 1.2 If Customer wishes to change its storm Communications Integration Services at any time then Vodafone may need to amend the Customer Solution Design and agree those changes with the Customer. Any additional Charges relating to the change will be set out in an Order before implementation.
 - 1.3 The storm Communications Integration Services includes the following Core Service Element, which must be purchased:
 - (a) CONTACT includingi ACD.
 - 1.4 The storm Communications Integration Services include the following Optional Service Elements, which can be selected as standalone, or as a combinationas set out in the Commercial Terms and/or Order:-
 - (a) ADMIN Portal
 - (b) Customer Knowledge Systems (“CKS”)
 - (c) CONTACT INBOUND
 - (d) CONTACT OUTBOUND
 - (e) CONTACT IVR
 - (f) DATA MANAGEMENT
 - (g) Desk Top Task Assistant (“DTA”)
 - (h) FLOW
 - (i) INTEGRATE
 - (j) LOCK
 - (k) Music on Hold
 - (l) PADLOCK
 - (m) Professional Services
 - (n) storm RECORDER
 - (o) SIP TRUNKING
 - (p) storm solutions
 - (q) storm Workforce Management (“storm WFM”)
 - (r) UC
 - (s) storm VIEW
 - 1.5 A description and information of thestorm Communications Integration Services or part of it is available on request.
 - 1.6 CONTACT
 - (a) This Core Service Element enables Customer’s agents to take customer or internal calls via a pre-determined call routing and queuing system.
 - 1.7 Admin Portal
 - (a) This Optional Service Element enables Customer to create, from standard templates, the inbound and outbound messaging service that Customer want to deliver through the storm Platform

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- (b) Access to the Admin Portal requires Customer to purchase secure access token purchased, which shall be set out in the Commercial Terms and/or Order.
- (c) Customisations of the standard templates are available to Customer upon request and shall be set out in the Commercial Terms and / or Order.

1.8 CKS

- (a) This Optional Service Element unifies all Customer's customer, staff and organisational data into one interface, and enables the Customer to interact with customers via SMS, email or voice.

1.9 CONTACT INBOUND

- (a) This Optional Service Element provides geographic or non-geographic numbers that route inbound calls that originate from within the UK to UK or international contact centres and utilises Vodafone's Inbound Voice Service.
- (b) inbound call events require a port, and the Commercial Terms and/or Order will show the number and type of ports that will be made available to the Customer.
- (c) Calls received on the storm Platform can be directed to contact centres that are located around the UK, outside the UK or to route outbound calls to a User's fixed or mobile phone number within the UK or internationally.
- (d) Customer's can select from the following inbound numbers ("Inbound Numbers") that will be set out in the Commercial Terms and/or Order:
 - (i) 080, free to caller numbers;
 - (ii) 01 and 02 local area prefixes (geographic numbers);
 - (iii) 03 UK-wide;
 - (iv) 084, 087, 09 and 118 Service Charge numbers;
 - (v) International freephone.
- (e) the cost of the Inbound Numbers is calculated as follows:
 - (i) the cost of Calls made to 03 UK-wide numbers is shared between the caller and the Customer. Charges to consumer callers cannot be any more than the charges for their national call charges to 01 and 02 numbers and they must be included in their national call discount plans;
 - (ii) the cost of Calls made to UK and international freephone numbers is paid for by the Customer and the caller is not charged for the call;
 - (iii) the cost of Calls made to 084, 087, 09 and 118 Service Charge numbers is defined by the relevant Service Charge and the callers Access Charge. Out-payment revenue share may be available depending on the volume of minutes and the Service Charge.
- (f) The different cost structures applied to the different Number Types are subject to change as set out in the Commercial Terms and/or Order.
- (g) The international freephone service enables callers overseas to dial a local toll-free number and get connected to one of the Customer's Sites in the UK. International freephone numbers are local toll-free numbers outside of the UK and they are different in each country.
- (h) Calls to Inbound Numbers are routed via the Intelligent Network and, as requested by the Customer, can be delivered directly to a specific phone line or routed to variable destinations using criteria stored in a Call Plan routing script, such as the time of day or day of the week.
- (i) Vodafone will deliver all Calls to either UK PSTN telephone numbers (which are numbers beginning with either '01' or '02'), mobile telephone numbers, premium call routing numbers within Vodafone's Intelligent Network (for '09' Inbound Numbers) or, where regulation permits and Vodafone have agreed

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- to do so, to international telephone numbers. Onward connection to UK telephone numbers or international telephone numbers attract per minute call delivery charges.
- (j) Depending on availability, Vodafone may be able to provide Memorable Numbers (Gold and Silver), to the Customer on request and subject to an additional charge which shall be set out in the Commercial Terms and/or Order. If the Customer has requested that Vodafone provide the Customer with the use of a particular number then the Customer is responsible for conducting all necessary enquiries as to the legitimacy of use of such number and Vodafone shall have no liability to the Customer whatsoever with respect to the number that the Customer has chosen and its use by the Customer.
 - (k) For Inbound Numbers issued by Vodafone, or unless otherwise agreed, the Customer acknowledges that the Customer does not own the Inbound Numbers and agrees that the Customer will not, and will not try to, on-sell, transfer, register as a trade mark or otherwise part with the Inbound Numbers. The Customer further acknowledges that Vodafone has the right, at Vodafone's sole discretion, to withdraw or change any telephone number that Vodafone allocates to the Customer at any time. Where Vodafone needs to withdraw or change a telephone number for regulatory or legal reasons, Vodafone shall try to give the Customer as much notice as Vodafone can give in the circumstances before Vodafone takes this action.
 - (l) Ofcom may introduce new Number Types, change the rules that apply to existing Number Types, or withdraw existing Number Types. Where Vodafone needs to change the Services in such circumstances Vodafone shall try to give the Customer as much notice as Vodafone can give in the circumstances before Vodafone takes this action.
 - (m) Porting
 - (i) Subject to the remainder of clause (n), Inbound Numbers allocated to the Customer by other network providers can be ported to Vodafone's Intelligent Network. Vodafone will carry out a check against the supplier from which the Customer has requested numbers to be ported to check that Vodafone has a porting agreement with them. Vodafone will then let the Customer know if Vodafone is able to port the requested numbers to Vodafone. The Customer will need to provide Vodafone with a customer authority letter, a network amendments data fill form, and a copy of the Customer's latest bill from the Customer's current Inbound Numbers provider.
 - (ii) If the Customer decides to move to another network provider and wishes to retain the Inbound Number allocated to it by Vodafone, the Customer can request Vodafone to port the Inbound Number to that other network provider for an additional charge as set out in the Commercial Terms and/or Order.
 - (iii) Non-Vodafone allocated numbers can either be ported back to the original range holder or ported as a subsequent port to the gaining network provider.
 - (iv) Such transfers may be subject to reasonable terms in accordance with Ofcom regulations.
 - (n) Phone book and directory listings
 - (i) The Customer can ask Vodafone to arrange for the Customer's Inbound Numbers to be listed in UK published phone books and directory enquiry services.
 - (ii) Each Inbound Number is entitled, free of charge, to a single, basic listing in the regional phone book associated with the Inbound Number's post code if the Inbound Number is a Virtual Geographic number, or in the regional phone book of their choice if the Inbound Number is a non-geographic number.
 - (iii) Additional listings in single region or all-UK phone books may be ordered in standard, bold, or super bold typeface, and will incur additional charges.
 - (iv) Entries will appear in the next published issue of the applicable phone book. BT's phone books are published on a 12-month cycle. Details of the publishing cycle are available on request from Vodafone.



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- (v) To the maximum extent permitted by law Vodafone excludes all liability for any losses, damages and costs incurred by the Customer arising directly or indirectly from incorrectly published details in the BT published phone books (including without limitation incorrect telephone numbers, incorrect address information, incorrect publication in phone book editions across the United Kingdom and incorrect typeface options).
 - (vi) The Customer must ensure that Vodafone receives the Customer's publishing order at least two weeks before the BT cut-off date for the applicable publication.
 - (vii) To the maximum extent permitted by law Vodafone excludes all liability for any losses, damages and costs incurred by the Customer arising directly or indirectly from requests not being published in a given year because the request was not submitted before the applicable publication cut-off date, or because BT declines an application.
 - (viii) Each entry request for publication in all phone books will be billed an annual charge per telephone number at the time of the first directory publication as set out in the Commercial Terms and/or Order.
 - (ix) Single phone book charges will be incurred per number when the applicable phone book is published.
 - (x) Vodafone can cancel and the Customer can withdraw an entry at any time by written notice to the other.
 - (xi) Withdrawn or cancelled entries already in published phone book directories will not appear in the next issue of the applicable phone book when published, but published number entries cannot be removed from already printed and distributed phone books.
- (o) Vodafone reserves the right to amend the directory listing charges and will provide at least 30 days' written notice of the amendment becoming effective.

1.10 CONTACT OUTBOUND

- (a) This Optional Service Element provides Customer with an:
 - (i) outbound dialler module with progressive, predictive, and preview dialling features, dynamic call pacing, call capping, real-time visibility and historical reporting.
 - (ii) automated outbound multi-channel campaigns via SMS and email, with responses filtered back into automated FLOW or CONTACT: IVR services or iACD agents.
 - (iii) flexible contact management, with integration to third-party databases via INTEGRATE: DATA MANAGEMENT.

1.11 CONTACT IVR

- (a) This Optional Service Element provides Customer with a suite of intelligent automated voice contact centre solutions, enabling mass-scale self-service through intelligent, customisable menu systems using DTMF key-press or ASR (automated speech recognition).

1.12 DATA Management

- (a) This Optional Service Element provides Customer with a database management interface, allowing Customer to import information from third-party systems, create and format database tables on the storm platform, create filtered table views for use as CONTACT: OUTBOUND lead lists, or store information for dynamic CONTACT: IVR or FLOW services.

1.13 DTA (Desk Top Task Assistant)

- (a) This Optional Service Element provides Customer with DTA a portal for CONTACT agents and supervisors to handle voice calls, web chats, SMS messages, social media, and emails.

1.14 Flow

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- (a) This Optional Service Element provides Customer with a workflow management tool that can be used to design and build multimedia services that connect storm CONTACT infrastructure to their customers.

1.15 INTEGRATE

- (a) This Optional Service Element allows all storm Communications Integration Services applications (as defined in clause (b) below) to communicate with external, third-party systems and databases.
- (b) Customer will be provided with:
 - (i) INTEGRATE API to integrate to Customers existing infrastructure, including hosted databases, and applications on an agent's desktop.
 - (ii) INTEGRATE plugins to connect third-party systems into the DTA, or connect storm CONTACT calls application such as RightNow CX, Salesforce or Microsoft Skype.
- (c) INTEGRATE API and INTEGRATE plugins may be subject to a third party provider's user license terms, which sets out the third party license agreements, which the Customer must accept to receive the service.
- (d) storm's INTEGRATE includes:
 - (i) FLOW
 - (ii) storm VIEW
 - (iii) DTA
 - (iv) DATA MANAGEMENT
 - (v) iPath
- (e) Examples of standard storm integration modules are detailed in the project definition document as updated from time to time.

1.16 LOCK

- (a) This Optional Service Element utilises Padlock to provide Customer with a PCI-compliant payment processing solution that enables their customers to make card payments via an automated IVR.

1.17 Music On Hold

- (a) This Optional Service Element enables Customer to play selected music to callers while they are on hold.
- (b) If Customer wishes to use the Music on Hold service element to play music of their own choosing rather than the standard system available options then Customer warrants to Vodafone that Customer have in place all necessary licences, including PRS and other copyright licences, that are required to broadcast Customer's nominated music with Customer's storm Communications Integration Services.
- (c) In addition, by choosing the Music on Hold service element Customer agree to indemnify, keep indemnified and hold harmless Vodafone (including all of its subsidiaries, officers, agents and employees) without limit, against any claims, losses, demands, costs (including legal costs), expenses, damages or liabilities that they may each suffer or incur as a result of any action or claim by a third party that the use of the music that Customer have requested on the Music on Hold feature infringes the intellectual property rights of that or any other person. Vodafone shall use its reasonable endeavours to notify, Customer as soon as it becomes aware of any such claim and will not without involvement from Customer settle any such claim.
- (d) Vodafone reserve the right to suspend or withdraw the Music on Hold feature from Customer's storm Communications Integration Services at any time and without notice in the event that Vodafone become aware that Customer's use of this Service Element infringes, or may infringe, the rights of any other person.

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1.18 PADLOCK

- (a) This Optional Service Element is a cloud-based, agent-assisted PCI-Compliant payment processing system that enables Customer's customers to make card payments by phone with operator guidance.
- (b) The storm PADLOCK service plugs into a contact centre deployment and is accessed via the DTA. Agents can initiate storm PADLOCK card payments during the following type of calls: inbound, outbound, dialler or manual.

1.19 Professional Services

- (a) Customer can purchase professional services from Vodafone in order to:
 - (i) customise Customer's storm Communications Integration Services,
 - (ii) obtain additional services based on Customer's individual requirements; or
 - (iii) obtain project management in respect of Customer's solution.
- (b) Professional Services will (if applicable) be covered by a statement of work appendix within the Customer Design Document and set out in the Commercial Terms and/or Order.

1.20 storm RECORDER

- (a) This Optional Service Element integrates with all storm Communications Integration applications to deliver cloud-based contact recording, archiving and retrieval. Multi-channel conversations via SMS, email, web chat, social media, and voice calls can be archived, searched, retrieved and downloaded via a single inbox. Recordings can be exported to external systems by downloading, emailing or uploading to an FTP server.

1.21 SIP Trunking

- (a) This Optional Service Element provides SIP connectivity. It is a voice connectivity option for contact centres which are using legacy on-premise PBX equipment.
- (b) SIP allows organisations to replace their existing ISDN lines by sending telephone traffic across a Vodafone data circuit, using SIP trunking for voice connectivity.
- (c) SIP trunks can connect to a single PBX device or multiple devices over multiple sites, providing failover and traffic balancing capabilities.

1.22 storm Solutions

- (a) storm Communication Integration Communication is a modular product, and the following solutions are governed by the Agreement:-
 - (i) ACT: Proactively remind key stakeholders of their appointments. ACT dispatches reminders by e-mail, SMS or voice messages at scheduled times.
 - (ii) ASK: Receive, monitor and analyse input from the Customer in real time. automated voice call, SMS, e-mail and online.
 - (iii) CONTACT ASR: IVR, call routing and ASR. Callers are greeted by an automated agent, and invited to say the name of the person or department they wish to speak to. ASR then directs the customer to the service or individual of their choosing.
 - (iv) SHIELD automation to resolve multi-channel enquiries.
 - (v) TACTIC: provides Customer's callers that are held in a queue to leave details and book a time for a returned call via IVR. Reminders are automatically distributed via SMS, inviting consumers to text back when available to talk to an agent. Customers can also request callback while on the web, sending a whisper prompt to the agent with details on their viewing behaviour, or enter a live web chat with agent.

storm Communications Integration Services

Service Specification



Vodafone Business Customers

1.23 storm WFM

- (a) This Optional Service Element includes the following core functionality:
 - (i) forecasting for short and long term agent planning,
 - (ii) agent scheduling, which can be accessed via web based portal called MyTime;
 - (iii) reporting;
 - (iv) agent administration enabling shift generation; and
 - (v) agent skill assignment.
- (b) In addition to the core service elements storm WFM has optional service elements which shall be set out in the Commercial Terms and/or Order and may include the following modules:
 - (i) Lifestyle accessible through the MyTime portal, allowing agents to make requests, get their messages and check their performance;
 - (ii) Notify which includes:
 - (A) Real time adherence that enables managers and supervisors to monitor agent behaviour i.e. agent schedules compared with current ACD state, and lack of adherence can be indicated via alarms;
 - (B) Agent Schedule Messenger keeps agent informed about their schedules and messages from managers and supervisors can be displayed on the agent PC screen;
 - (C) SMS link schedule changes are automatically sent as a text message or email directly to agents; and
 - (D) Calendar link feature enabling agents to merge work and personal schedules on tablets, smartphones and PC's.
 - (iii) View Integration: Three historical files will be pushed via FTP to the storm WFM Cloud Instance. Files will be pushed regularly during the working day with data for the last 12 hours. The data can be reduced to every 6 hours in the event that the file size is too large to process. Relevant modules within the storm WFM application will be updated with this data.
 - (iv) Historical view reports are:-
 - (A) Agent performance;
 - (B) Agent queue statistics; and
 - (C) Queue statistics

1.24 UC

- (a) This Optional Service Element is made available to Customer via a Vodafone Handset, Customer Handset or via an iPath soft client on a laptop or PC. These functions include:
 - (i) switchboard/operator console which provides Customer with a function rich switchboard from which Customer can receive and re-direct inbound calls;
 - (ii) administration portal, this is a web based application which allows Customer to manage Customer's user estate;
 - (iii) audio conferencing for ad hoc or hosted audio conferences;
 - (iv) a voicemail port which shall be available for each UC End User;
 - (v) call routing, which allows Customer to design and implement Customer's own bespoke call routing plans; and
 - (vi) Information in relation to advance inbound and outbound UC features are available on request.

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Service Specification

Vodafone Business Customers

1.25 storm VIEW

- (a) The storm Admin Portal provides Customer with access to a wide range of real time and historic data about Customer's storm Communications Integration Services. The storm Admin Portal is accessed through the internet via Customer portal. If Customer does not have access to Customer portal then Customer will need to request this from Vodafone. Customer will also need to purchase a secure access token from Vodafone to access the storm Admin Portal. These tokens allow Customer to have concurrent access to the storm Admin Portal so Customer will need multiple tokens if Customer needs more than one End User to have access to the portal at any one time. The tokens are not allocated to named users, so they are transferable between users.
- (b) Real time data is available on Customer's storm Dashboard.
- (c) Customer can configure Customer's storm Dashboard to create a customised display of real time data.
- (d) Multiple storm Dashboards can be created to reflect separate events or to satisfy different reporting requirements and the storm Dashboards that Customer create can be saved for future use and shared between Customer's nominated users and contact centre agents.
- (e) Customer's storm Dashboard has the capability to receive live data input from third party sources or from multiple storm Communications Integration Services. Customer may need to purchase Professional Services from Vodafone to activate this capability.
- (f) Historic data is also available on Customer's storm Dashboard although this is subject to a minimum 15 minute delay from the point of capture.
- (g) Vodafone stores historic data for up to 13 months from the point of capture and Customer can view this data during this period. After this period has expired Vodafone will transfer this historic data to Vodafone's archives and it will be available for viewing on request. Vodafone shall respond to any request within 10 days of receipt of the request. However, Customer can download or print historic data when it is available to Customer so that Customer has a permanent record of that data.

storm Communications Integration Services



Service Levels

Vodafone Business Customers

1. Incident Management

- 1.1 Vodafone shall carry out incident management as part of the Service which aims to restore service operation to within applicable agreed Service Levels and minimise the adverse impact of the Incident on Customer's business operations.
- 1.2 Customer shall appoint primary and secondary points of contact responsible for reporting and progressing Incidents.
- 1.3 Customer may report an Incident through the Customer Service Centre operated by Vodafone on a 24/7 basis (or as otherwise agreed between the parties) by following Vodafone's Incident reporting process after having conducted appropriate investigations to establish its cause before reporting an Incident, including all initial troubleshooting activities previously specified by Vodafone.
 - (a) In such instance, Customer shall (i) provide Vodafone with Incident Information (as defined below); (ii) reimburse Vodafone for reasonable expenses associated with a Customer Site visit where the Incident is found by Vodafone to be unrelated to the Services; (iii) permit Vodafone to interrupt the Services at Customer Site to resolve a Severity Level 1 Incident (as defined in clause 2); and (iv) whenever possible, give Vodafone 10 calendar days' notice of any event (including, but not limited to, building work necessitating disconnection of power) that will disrupt the Service.
 - (b) Incident Information shall include (i) Customer's name and full contact details; (ii) the physical location(s) of the Incident; (iii) Customer Sites affected by the Incident (if relevant); (iv) relevant identifiers such as website, IP address, hardware reference; (v) details of circuit reference numbers, Services provided at Customer Site, status of physical connections to the router, status of power supply, confirmation that a re-start of the router has been attempted; and (vi) any other details that may be relevant to diagnosis of the Incident (including symptoms, events or actions leading up to the Incident, any tests carried out in attempting to isolate the problem, any environmental conditions that may be causing the Incident).
- 1.4 Customer shall procure such co-operation from End-Users and Users and from any of its third party providers as is reasonably requested by Vodafone to assist in the management of Incidents.
- 1.5 Vodafone shall: (i) raise a Trouble Ticket, (ii) track the Trouble Ticket through to closure; (iii) categorise the Severity Level of the Incident; (iv) keep a record of the Incident; (v) investigate and carry out diagnostic activities; and (vi) where possible, resolve the Incident.
- 1.6 Incidents shall be deemed to: (i) commence when Vodafone raises a Trouble Ticket; and (ii) end when Vodafone advises Incident resolution. Customer will be deemed to have been advised if Vodafone has made reasonable attempts to contact Customer.
- 1.7 It may be necessary for a temporary interruption in service from time to time for Vodafone to carry out essential maintenance or network upgrades to the Service and/or equipment (an "Outage"). Vodafone will use reasonable endeavours: (i) to give Customer as much notice as reasonably possible of any Outage, which will affect the availability of the Service; and (ii) to minimise the number of Outages and any subsequent disruption to Customer. Customer is responsible for notifying its Users, customers or third party providers of any Outage.

2. Severity Levels

Severity Levels for Incidents are as defined below.

Service Level Commitment	95% service restored within SLA	95 % Service restored within SLA	90% issue resolved with SLA	90 % issue resolved with SLA
Service Affecting Fault Level	Severity 1	Severity 2	Severity 3	Severity 4
	Critical	Major	Significant	Minor

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Service Levels

Vodafone Business Customers

Service Level Commitment	Full service restored within 4 hrs (24 x 7)	Full service restored within 8 hrs (24 x 7)	Full service restored within 2 calendar days	Full service restored within 10 calendar days
Service Level Commitment if software update is required to resolve	As Above 4 hrs (24 x 7) from ticket being raised	As Above 8 hrs (24 x 7) from ticket being raised	Software Updates required to resolve will be deployed within 20calendar days from ticket being opened	Software Updates required to resolve will be deployed within 20 calendar days from ticket being opened
Response time	15 mins	30 mins	4 hours	1 day
Updates provided	Every hour	Every Hour	Twice daily updates	Every 1 days
IMPACT	Potentially catastrophic impact on customers' operation and / or revenue	Significant impact on customer operations and / or revenue	Low impact on customers' operation	Negligible impact on customers' operation
DEFINITION	Total loss of service or severe degradation of quality rendering the service unusable to entire customer or business critical site locations (e.g. contact centre or the loss of an IPT site)	Serious degradation of quality of service or loss of service to non-business critical site or function.	Partial loss of service / degradation of quality for multiple users i.e. .users have either fixed OR mobile working properly but not both.	Partial loss of service / loss of functionality for a single user
		Partial loss of service to business critical site / function leading to severe impact to customer operations or revenue affecting impact	OR single user with total loss of service / unusable service	
Example	All devices and services to all sites affected (mobile and fixed for FMC sites or just fixed in IPT sites)	Users unable to make / receive calls on mobiles OR IP handsets / OR softphones	Intermittent degradation to the quality of service	Single User feature, provisioning or service faults.
		Loss of priority features (loss of voice mail, loss of presence information)		
		Loss of access to provisioning tool		

storm Communications Integration Services



Service Levels

Vodafone Business Customers

	Failure of service to a customer facing contact centre	Any site specific service issues		
Software Update Example	Service level applies when a software defect is identified as the cause of the customers incident			

Service Level Availability

Service	Description	Target Service Availability (P)
storm Communications Integration Services	storm Platform	99.99%
$P = [(A - B) \times 100\%] / A$		
A	number of whole minutes in the relevant Monthly Measurement Period	
B	number of whole minutes during which the Storm Platform is Unavailable in the Monthly Measurement Period, excluding time where the Service is unavailable due to an Excluded Event.	
<p>The calculation of service availability is based on the Incidents logged by Vodafone within the Monthly Measurement Period.</p> <p>Periods of unavailability caused by Excluded Events will not be included in the service availability calculation.</p> <p>Vodafone cannot guarantee that the target service availability time will be met in all circumstances and consequently does not offer compensation if this target is not achieved.</p>		

3. Second Line Support and Maintenance

3.1 Vodafone is the provider of second line support and maintenance as follows:

- (a) Supply a service desk to Customer during Working Hours to help resolve non-complex problems such as user support, and integration errands including PBX/ACD/CTI connection, and logging.

4. Third Line Support and Maintenance

4.1 Vodafone is the provider of third line support and maintenance as follows:

- (a) Solve Problems including user support;
- (b) Solve previously unsolved Defects by providing service packs, patches, fixes;
- (c) Solve Defects directly in the Customer's system if needed;
- (d) Solve Defects that require to be solved with code changes in database scripts, or the source code of Teleopti products.
- (e) Configuration is not included. Should Customer require configuration, such services can be ordered from as professional services and will be set out in the Commercial Terms and / or Order.

4.2 Please note where agreed on a case by case basis a 3rd party can deliver support in direct contact with the Customer in order to deliver a response and, as the case may be, a solution in the shortest time possible.

storm Communications Integration Services



Service Levels

Vodafone Business Customers

- 4.3 If an Incident report was received outside Working Hours the response time will start at the beginning of the next following Working Hour. Any time which Vodafone is awaiting response or information from Customer will be considered "On Hold Time" which will be deducted when calculating rectification times.

Priority	Response Time (Defect Correction and Problem Solution)	Rectification Time (only for Defect Correction)
Class A	2 Business Hours	8 Business Hours
Class B	2 Business Hours	3 Business Day
Class C	4 Business Hours	45 Business Days
Class D	8 Business Hours	no commitment to rectify

storm Communications Integration Services



Definitions

Vodafone Business Customers

The following definitions are applicable to the Services:

Access Charge	the charge that is kept by caller's phone operator for calls to a Service Charge number.
Call	a call conveyed and delivered as part of the Service.
Call Plan	an inbound call routing plan to direct the translated number to a termination point, based on a set of criteria that the Intelligent Network uses to route each Call.
Class A	Deviations from the technical documentation which make the use of the Services or individual self-contained parts of the Services impossible, or so seriously restrict it that the commercial use of the Services is made impossible, or possible only at commercially unviable cost as a result. A Class A Defect/Problem shall also be deemed to exist if the effects of Class B Defect/Problem and/or Class C Defects/Problems together would be classified as a Class A Defect/Problem. A Class A Defect/Problem shall also be deemed to exist if Class B, persist beyond the Rectification Times shown in clause 5.3.
Class B	Deviations from the technical documentation that have a substantial effect on the commercial use of the Service, but without thereby making it impossible to use the system within the meaning of the definition for Class A Defect/Problem. The function deviation can be solved by a work around. A Class B Defect/Problem shall also be deemed to exist if the effects of two or more Class C Defects/Problems together would be classified as a Class B Defect/Problem.
Class C	Deviations from the technical documentation without significant effects on the functionality, operation or maintenance of the Services. Commercial use of the Services is possible without relatively major additional cost.
Class D	a Defect/Problem which has no business impact.
Configuration Change	a change to the Service.
Content Guru	means Content Guru Limited (registered number 05653869) whose registered office is at Radius Court, Eastern Road, Bracknell, Berkshire, RG12 2UP.
Customer Handset	a handset that Customer purchases from another vendor where that handset has been approved by Vodafone.
Customer Service Centre	Vodafone's dedicated service for managing Incidents. The contact details for Customer Service Centre vary from service to service and from customer to customer, Vodafone will provide Customer with Customer Service Centre contact details that are relevant to Customer's Services.
Defect(s)	means a deficiency in the Services, which causes the Services not to fulfill the technical documentat applicable to such Services.
End User	an individual that sends a message to Customer through the storm Platform or that receives a message that Customer has sent through the storm Platform.
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

storm Communications Integration Services



Definitions

Vodafone Business Customers

	<p>or other telecommunications systems not operated or provided by Vodafone;</p> <ul style="list-style-type: none"> (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 this 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 supplier 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) where a service rebate is claimed for late repair, the unavailability period relevant to this claim, will be excluded from the cumulative annual Service availability calculation; or; (l) any other circumstances caused by events for which Vodafone is not liable in accordance with the terms of this Agreement.
Gold Number	those numbers listed as set out in the Commercial Terms and/or Order and for which a special charge is made, that charge being different to the charge for Silver Numbers
Handset	either a Vodafone Handset or a customer supplied handset which is detail in the Vodafone PBX approved devices list.
Inbound Numbers	the Number Translation Service ("NTS") telephone numbers that are hosted on the Intelligent Network platform and listed in the Commercial Terms and/or Order (as added to or changed by Ofcom). These non-geographic numbers are allocated by Ofcom and are translated to a termination geographic number.
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.
Intelligent Network	Vodafone's platform which applies the routing intelligence to calls that are presented through the public telephony switch network.
IVR	IVR enables a series of interactions with the caller through the use of voice or handset keypad inputs. It allows Customer to direct a call or to make other instructions to the caller on how to proceed. IVR files and messages can be uploaded to the storm Platform via the storm Dashboard. Automatic voice response undertakes the same basic tasks as IVR but can use more extensive use of the callers voice prompts;
Memorable Number	any Gold or Silver Number that Vodafone considers, in Vodafone's absolute discretion, to be especially memorable.

storm Communications Integration Services



Definitions

Vodafone Business Customers

Monthly Measurement Period	the period from the Service Commencement Date up to the end of the calendar month and then each calendar month thereafter (save for the last month which will be beginning of the calendar month up to the termination date or expiry of the storm Communications Integration Services).
Number Type	telephone numbers that are within an Ofcom allocated range that includes, but is not limited to 0800, 0808, 0300, 0333, 0330, 034, 037, 0844, 0845, 0870, 0871, 0872, 0873, and 0900.
Ofcom	The Office of Communications which is a communications regulator in the UK.
Out-Payments	means a payment made by Vodafone to the Customer in accordance with 4.5 of these Service Specific Terms.
PBX	private branch exchange
PCI Compliant	attested as compliant with PCI Security Standards Council data security standards.
PhonepayPlus	the industry-funded regulatory body for all premium rate charged telecommunications services, which includes 09, 0871, 0872, and 0873 number prefixes.
Premium Rate Numbers	non-geographic numbers that are regulated by PhonepayPlus; currently these are numbers that start with 09, 0871, 0872, and 0873 prefixes, but this set may be expanded or changed to include additional or different prefixes in accordance with Ofcom regulation
Problem	means a problem in functionality, not defined as a Defect, which is due to Customer's use of the Service as a component of Customers system solution.
Service Design Document	Document which sets out the design and configuration of the Services that will be provided to Customer as described in the Order.
Service Level(s)	the service levels which apply to the provision of the Service as set out in the Service Levels.
Severity Level	a categorisation (as described in the table in clause 2 of the Service Levels of the severity of an Incident as determined by Vodafone at Vodafone's discretion).
Service Charge Number	Is a chargeable number which enables the Customer to pass on the cost of service to their customers. Wherever a chargeable 08, 09 or 118 number is publicised, the service charge that applies should also be given. The same rate applies to calls from landlines and mobiles on all networks.
Silver Number	those numbers listed as set out in the Commercial Terms and/or Order and for which a special charge is made, that charge being different to the charge for Gold Numbers.
storm Dashboard	the IP Voice, web-based interface that Customer's contact centre agents will use to access and input information onto the storm Platform about Customer's end users and Customer's storm Communications Integration Services.
storm Platform	the hosted platform that Vodafone use to deliver the storm Communications Integration Services to Customer.
Storm Admin Portal	the access point that Customer will use to view reports and to make authorised changes to Customer's storm Communications Integration Services in accordance with the

storm Communications Integration Services



Definitions

Vodafone Business Customers

	Service Specification.
Time Periods	<p>the three time periods for which the Out-Payment rates differ:</p> <ul style="list-style-type: none">i. “Standard Period” meaning from 08:00 hours to 18:00 hours on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays;ii. “Economy Period” meaning from 00:00 hours to 08:00 hours and 18:00 hours to 24:00 hours on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays; andiii. “Weekend Period” meaning from 00:00 Saturday to 24:00 Sunday.
Trouble Ticket	<p>a record of an Incident with a unique reference allocated to it which shall be used for all subsequent updates and communications.</p>
UC Service	<p>unified communications service delivered by Content Guru.</p>
Unavailable	<p>the Storm Platform cannot send or receive calls unless the unavailability arises out of, or in connection with, any of the following:</p> <ul style="list-style-type: none">(a) an Outage;(b) an Excluded Event; or(c) any failure that is outside of Vodafone’s control.
Virtual Geographic	<p>any 01 and 02 geographic number that is hosted on the Intelligent Network with a Call Plan.</p>
Vodafone Handset	<p>a handset that Customer has purchased from Vodafone and falls within the definition of Equipment under the General Terms.</p>