

Vodafone Teams Direct Routing Commercial Terms

Enterprise Customers



1. Service Elements:

1.1 The Service comprises separate Service Components being the:

- (a) **Microsoft Teams Subscription Service Component**, being:
 - a. Microsoft 365 Teams Subscription; and the
 - b. Microsoft 365 Teams Add-On Licence; and the
- (b) **Direct Routing Service Component**, being:
 - a. SBC Component; and the
 - b. Session Initiating Protocol Service Component.

1.2 Customer will already have, or will following acceptance of the Agreement purchased either:

- (a) the Microsoft 365 Teams Subscription, and/or the Microsoft 365 Teams Add-On Licence and the SBC Component from Vodafone via Marketplace (“**Purchase Scenario A**”); or
- (b) the Microsoft 365 Teams Add-On Licence and the SBC Component from Vodafone via Marketplace and the Microsoft 365 Teams Subscription directly from Microsoft (or a Suitable License Provider) (“**Purchase Scenario B**”); or
- (c) the SBC Component from Vodafone via the Marketplace and the Microsoft 365 Teams Subscription and the Microsoft 365 Teams Add-On Licence directly from Microsoft (or a Suitable License Provider) (“**Purchase Scenario C**”)

each being a “**Purchase Scenario**”

1.3 For each Purchase Scenario, Customer must also purchase the Session Initiating Protocol Service Component from Vodafone via Marketplace in order to receive the Service and must agree to the EVoPI Commercial Terms and Service Specific Terms in order to receive the Service (the “**Additional Service Terms**”). The Additional Service Terms are set out at www.vodafone.co.uk/terms.

2. Term and Commitment

2.1 **Commercial Commitment:** Vodafone’s offer is based on Customer using the Service for the Minimum Term.

2.2 The **Minimum Term** is either:

- (a) 12 months; or
- (b) 24 months.

2.3 **Renewal Term:**

- (a) if the Customer wishes to enter into a Renewal Term of 12 or 24 months following expiry of the Minimum Term or Renewal Term then in effect (the “**Renewal Term**”) then the Customer must provide 30 days written notice to Vodafone prior to the expiry of the Minimum Term or Renewal Term; and
- (b) the different renewal options available to Customer are detailed in clause 5.8 of the Service Specific Terms; and
- (c) if the parties do not agree a Renewal Term and the Customer does not terminate the Service in accordance with the Service Specific Terms, the Service will automatically renew on a 30-day rolling contract and a recurring monthly Charge will continue to be applied unless and until either party terminates the Service.

Vodafone Teams Direct Routing

Commercial Terms

Enterprise Customers



2.4 Service Commencement Date: the date on which an Order for the Microsoft Teams Subscription Service Component and/or the SBC Component in accordance with any of the Purchase Scenarios becomes binding. For the Microsoft Teams Subscription Service Component and/or the SBC Component purchases via Vodafone the Service Commencement Date will be the date that either the telesales agent or account manager has been expressly authorised by the Customer to click “purchase” in the Marketplace on Customer’s behalf.

2.5 Number of Users: The minimum number of Users is 25.

2.6 The Charges per User is based on the Minimum Number of Users. Customer can only decrease the number of Users for an application to the Minimum Number of Users specified. Should Customer decrease the number to below the Minimum Number of Users specified, Vodafone will still be entitled to invoice the Customer based on the Minimum Number of Users.

2.7 The Customer shall provide Vodafone with at least 30 days written notice if it wants to increase the number of Users using the Service and such request shall only be subject to the consent of Vodafone. Customer agrees and acknowledges that in this event, Customer may need to increase the number of channels Customer has available in respect of the Session Initiating Protocol Service Component in accordance with the Additional Service Terms.

2.8 Vodafone will use the number of provisioned Users at the end of each month to calculate the monthly invoice to the Customer for the Service.

2.9 Certain Commercial Terms will vary dependent on what Service Component the Customer has purchased and at what point during the Term.

(a) **Purchase Scenario A:** All terms set out from 2.1 to 2.8 (inclusive) shall apply from the point at which the Customer takes all Service Components initially from Marketplace.

(b) **Purchase Scenario B:** All terms set out from 2.1 to 2.8 (inclusive) shall apply. In addition, Customer agrees and acknowledges that Customer is responsible, at its own expense, for obtaining and maintaining the necessary the Microsoft 365 Teams Subscription.

(c) **Purchase Scenario C:** All terms set out from 2.1 to 2.8 (inclusive) shall apply. In addition, Customer agrees and acknowledges that Customer is responsible, at its own expense, for obtaining and maintaining the Microsoft 365 Teams Subscription and Microsoft 365 Add-On Licence.

2.10 Vodafone may review and amend the Price per User for the Microsoft Teams Subscription Service Component and/or the SBC Component at the end of the Minimum Term or Renewal Term. Otherwise, the Price per User for the Microsoft Teams Subscription Service Component and/or the SBC Component will automatically renew for any Renewal Term.

2.11 The Price per User for Session Initiating Protocol Service Component and any conditions for renewal will be in accordance with the Additional Service Terms.

3. Termination and Renewal of the Service

3.1 Different Commercial Terms shall apply to termination and renewal of the Service depending on which purchase scenario the Customer has elected as follows:

Purchase Scenario A:

(a) Customer agrees and acknowledges that Customer cannot terminate any element of the Microsoft Teams Subscription Service Component and retain the SBC Component and Session Initiating Protocol Service Component.

(b) Customer agrees and acknowledges that if Customer wish’s to terminate the SBC Component but retain any element of the Microsoft Teams Subscription Service Component it is Customer’s responsibility to also terminate the Session Initiating Protocol Service Component in accordance with the Additional Service Terms and pay any applicable Recovery Charges under those terms.

Vodafone Teams Direct Routing Commercial Terms

Enterprise Customers



Purchase Scenario B:

(a) Customer agrees and acknowledges that they cannot terminate the SBC Component and the Session Initiating Protocol Service Component and retain the Microsoft Teams 365 Add-On Licence in isolation in accordance with clause 5.1(iv) of the Service Specific Terms.

(b) Customer agrees and acknowledges that if Customer wishes to terminate the Microsoft Teams 365 Add-On Licence and the SBC Component and terminate the Service as a whole it is the Customer's responsibility to also terminate the Session Initiating Protocol Service Component in accordance with the Additional Service Terms and pay any applicable Recovery Charges under those terms.

Purchase Scenario C:

(a) Customer agrees and acknowledges that if Customer wishes to terminate the SBC Component it is Customer's responsibility to also terminate the Session Initiating Protocol Service Component in accordance with the Additional Service Terms and pay any applicable Recovery Charges under those terms.

3.2 In the event that Vodafone notifies Customer that it is unable to provision the Session Initiation Protocol Service Component for Customer use, Customer shall be entitled to terminate the Service as a whole or a Service Component (subject to the termination limitations contained in clause 5.1(b) of the Service Specific Terms) and Vodafone shall refund Customer for any Recurring Charges paid by the Customer from the Service Commencement Date to the date of termination. For the avoidance of doubt Customer will not be liable for any Recovery Charges in the event Customer terminates the Service as a whole or a Service Component in accordance with this clause 3.2.

4. Charges

- (a) The Microsoft Teams Subscription Service Component and the SBC Component are available to purchase on either a 12 or 24 month contract paying a monthly Recurring Charge.
- (b) **Recurring Charges:** The Recurring Charges will apply for the Microsoft Teams Subscription Service Component and for the SBC Component. Recurring Charges will be applied to the Customer's bill on a monthly basis until expiry of the Term.
- (c) All Charges payable in respect of the Service are detailed in the Order Form and apply on a per User basis.
- (d) Charges for the Session Initiation Protocol Service Component shall be billed in accordance with the Additional Service Terms. Customer acknowledges and agrees that the Service as a whole will not be available until the Session Initiation Protocol Service Component has been provisioned for Customer use. Customer further acknowledges and agrees that Customer will be liable to pay for the Recurring Charges from the Service Commencement Date for all Service Components Customer has purchased from Vodafone even if the Service as a whole is not yet available to Customer due to the provisioning of the Session Initiating Protocol Service Component.

5. Recovery Charge:

5.1 The Customer shall pay a Recovery Charge for terminating the Service or a Service Component as set out below. If Customer terminates a Service or Service Component prior to the expiry of Minimum Term, or expiry of any Renewal Term the Recovery Charge equals (as applicable):

- a. 100% of SBC Component Recurring Charges x the number of whole and partial months remaining in the Minimum Term or Renewal Term from the date of termination;
- b. 100% of the Microsoft Teams Subscription Service Component Recurring Charges x the number of whole and partial months remaining in the Minimum Term or Renewal Term from the date of termination;

5.2 Customer shall pay any Recovery Charge as set out above to Vodafone within 30 days of the date on the invoice.

5.3 Any Recovery Charges that apply in respect of the Session Initiation Protocol Service Component shall be calculated and paid by Customer in accordance with the Additional Service Terms.

Vodafone Teams Direct Routing Commercial Terms

Enterprise Customers



6. Modification of the Service:

6.1 Modification of the Service

Vodafone may adjust (including the Charges or imposing a One-Off Charge):

- (a) if changes are necessary as a result of:
 - a. Customer providing inaccurate or incomplete information; or
 - b. a Third-Party Provider changing its charges to Vodafone.

6.2 If changes are due to Customer's acts or omissions, Customer will be responsible for Vodafone's reasonable costs resulting from the modification.

7. Billing and Invoicing

7.1 **Billing Frequency:** From the Service Commencement Date and thereafter on or around the 1st day of every month.

7.2 **Recurring Charges:** Monthly as defined in the Order Form, from the Service Commencement Date and thereafter.

7.3 **Due Date:** 30 days' calendar days from the date of invoice by direct debit or another electronic payment method agreed with Vodafone.

7.4 **Suspension of Service:** If Customer does not pay the Charges by the Due Date without raising a permitted invoice dispute, Vodafone is entitled, until paid in full and with 30 days' written notice, to suspend the provision of the Services and Customer's failure to pay will be deemed a material breach of this Agreement.

7.5 Vodafone will invoice the Customer each month for the Charges incurred by Vodafone in the previous month unless otherwise set out herein.

7.6 Customer understands that they will receive two separate bills for the Service:

- (a) One bill for the Session Initiation Protocol Service Component which shall be billed in accordance with the Additional Service Terms; and
- (b) One bill for each element of the Microsoft Teams Subscription Service Component and the SBC Component, where Customer has purchased these Service Components from Vodafone.
- (c) Customer understands that if Customer purchases the Microsoft Teams Subscription Service directly from Microsoft (or a Suitable Licence Provider) they will be billed separately for the Microsoft Teams Subscription Service by Microsoft (or the Suitable Licence Provider).

Vodafone Teams Direct Routing

Service Specific Terms

Enterprise Customers



1. The Service – Overview

- 1.1 Vodafone Teams Direct Routing (the “**Service**”) is the voice enablement of Microsoft’s cloud based online collaboration platform which provides the ability to collaborate, send instant messages, share and store files and the ability to make phone calls over a public internet connection. The term “Service” or “Services” in these Service Specific Terms means Vodafone Teams Direct Routing.
- 1.2 Vodafone Teams Direct Routing for mid-market is available to large business customers and is available in the United Kingdom only.

2. Service Term Structure

- 2.1 These Service Specific Terms include:
 - (a) the service specification, which sets out a description of the Service, including Service Elements and complementary Services (where applicable) 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; and
 - (b) the service levels which set out the standards that will be applied to the provision of the Service (the “**Service Levels**”)
- 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 applicable Price Plan Guide(s);
 - (c) the General Terms;
 - (d) the Fixed Service Terms set out at www.vodafone.co.uk/terms;
 - (e) the Order, which confirms the Service Components selected by/for Customer;
 - (f) any applicable policies and guidelines, as provided from time to time by Vodafone.
- 2.3 Furthermore, the Customer must agree to the following to receive the Service:
 - (a) the Additional Service Terms referenced below; and
 - (b) the relevant Microsoft (previously known as Office 365) End User Licence Agreement referenced below.
- 2.4 Vodafone Business Marketplace (“Marketplace”): The Service is made available to purchase through the Marketplace. The Marketplace Service Specific Terms (“the Marketplace Terms”) apply to the extent of the Customer’s use of the Marketplace website. The Marketplace Terms are set out at www.vodafone.co.uk/cloudservices. In the event of any conflict between the Marketplace Terms and these Service Specific terms, then these Service Specific Terms shall take precedence. The Customer accepts that certain features and functionality detailed in the Marketplace Terms may be limited or not apply to the Service, including but not limited to the applicability of Charges and Subscription periods.

3. The Service

- 3.1 The Service comprises of three separate service components (the “**Service Components**”) which form the overall Service when combined, as follows:
 - (a) The “**Microsoft Teams Subscription Service Component**” which is made up of two elements being:
 - (A) Microsoft 365 core subscription (“**Microsoft 365 Teams Subscription**”); and
 - (B) A ‘Phone System’ or ‘Business Voice’ licence (“**Microsoft 365 Teams Add-On Licence**”)
 - (i) The Customer will be required to have both elements which can be:
 - (C) purchased directly from Marketplace either at the time of purchase of the Service;
 - (D) purchased by the Customer if Customer already has an existing subscription and/or licence with Microsoft or a Suitable License Provider; or

Vodafone Teams Direct Routing

Service Specific Terms



Enterprise Customers

- (E) purchased directly from the Marketplace at a later date if clause 3.1(a)(i)(B) applies at the time of the initial purchase of the Service and such existing subscription and/or licence subsequently expires during the Term;
each a “Purchase Journey”
- (ii) The type of Microsoft 365 Teams Add-On Licence that Customer will require will vary dependent on the relevant Purchase Journey.
- (b) The **“Direct Routing Service Component”** which is made up of two separate components being:
 - (i) **Sessions Border Controller (“SBC Component”)**: which will be purchased by Customer from Marketplace at the time of purchase of the Service. Dependent on the Purchase Journey, this will either be:
 - automatically added to the Microsoft 365 Teams Add-On Licence when Customer purchases the Microsoft 365 Teams Add-On Licence from Vodafone via Marketplace; or
 - be purchased from Vodafone via Marketplace as a standalone item.
 - (ii) **EVoPI (“Session Initiating Protocol Service Component”)**: which will connect Customer’s private telephone exchange to Vodafone’s Network to enable voice calling which will be purchased directly from Vodafone via the VBP at the point of purchase of the Service.
- 3.2 The SBC Component will enable the Session Initiating Protocol Service Component to connect to the Microsoft Teams Subscription Service Component remotely. The SBC Component and the Session Initiating Protocol Service Component together will form the Direct Routing Service Component.
- 3.3 Subject to clause 4.2(b)(i) and 4.2(b)(ii) these Service Specific Terms will apply as a whole and will apply to all Service Components regardless of whether the Customer has purchased the Microsoft 365 Teams Subscription and/or the Microsoft 365 Teams Add-On Licence from a Suitable Licence Provider or directly from Vodafone.
- 3.4 Vodafone is not responsible for ensuring that the Customer has all Service Components at the time of purchase of the Service or throughout the duration of the Service. If Customer fails to purchase or maintain any of the Service Components, Vodafone may terminate the Service in accordance with clause 5.3(c) below and charge Customer any applicable Recovery Charge in accordance with the Commercial Terms.
- 3.5 Should a Customer fail to procure and/or maintain any element of the Microsoft Teams Subscription Service Component or should any element of the Microsoft Teams Subscription Service Component expire before the end of the Term of the Service, the Customer will remain liable for the cost of all Service Components until the end of the Term or until the Customer has served notice to terminate the Service in accordance with clause 5.1(a) below.
- 3.6 If Customer purchases either element of the Microsoft Teams Subscription Service Component from Vodafone via Marketplace the Customer hereby acknowledges that this is made available by Microsoft and as such, Vodafone are not responsible for the Microsoft Teams Subscription Service Component.

4. Service Specific Conditions of Use

4.1 Microsoft Teams Subscription Service Component:

- (a) Customer must do the following:
 - (i) obtain, either previously or at the time of purchase of the Service, the necessary Microsoft 365 Teams Subscription and/or the Microsoft 365 Teams Add-On Licence directly from Microsoft (or a Suitable License Provider); or
 - (ii) obtain, either previously or at the time of purchase of the Service, the necessary Microsoft 365 Teams Subscription and/or the Microsoft 365 Teams Add-On Licence directly from Vodafone via Marketplace.
- (b) In the event that Customer obtains, either previously or at the time of purchase of the Service, either element of the Microsoft Teams Subscription Service Component directly from Microsoft (or a Suitable License Provider) and either element of the Microsoft Teams Subscription Service Component either

Vodafone Teams Direct Routing

Service Specific Terms

Enterprise Customers



- expires or Customer fails to maintain it prior to the expiry of the Term Customer must do one of the following in order to be able to continue using the Services;
- (i) renew the relevant Microsoft Teams Subscription Service Component from Microsoft or their existing Suitable License Provider; or
 - (ii) obtain a new Microsoft Teams Subscription Service Component from Microsoft or a new Suitable Licence Provider; or
 - (iii) obtain a new Microsoft Teams Subscription Service Component from Vodafone via Marketplace.
- (c) Where a Customer obtains either element of the Microsoft Teams Subscription Service Component in the manner described in clause 4.1 (b) (iii), this will not constitute a new contract for the Service. The provisions in these terms that relate to the Microsoft Teams Subscription Service Component will still apply if the Customer obtains either the Microsoft 365 Teams Subscription or the Microsoft 365 Teams Add-On Licence or both in this manner. The Customer acknowledges and agrees that if by purchasing the Microsoft Teams Subscription Service Component during the Minimum Term and any Renewal Term of the Direct Routing Service Component the term for the Microsoft Teams Subscription Service Component may extend past the Minimum Term or Renewal Term of the Direct Routing Service Component. It will be the Customer's obligation to maintain the other Service Components for the Service to operate.
- (d) If the Customer purchases the Microsoft 365 Teams Subscription from Vodafone via Marketplace Customer agrees that Vodafone may verify Customer's compliance with clause 4.1(b). If during the verification, Vodafone identifies any unlicensed installations of the Microsoft 365 Teams Subscription, Customer will within 30 days' purchase sufficient licences to cover any shortfall at the then Standard List Price. If Customer does not purchase sufficient licences following this 30-day period, Vodafone reserves the right to increase Customer's licence quantity and invoice Customer for any such additional required licences.
- (e) Customer shall be aware that Vodafone will provide the Microsoft Teams Subscription Service Component through the use of a Third-Party Provider, Microsoft. Customer agrees or, will have agreed if previously purchased, to Microsoft's End User License Agreement terms linked within these Service Specific Terms.
- (f) Vodafone will have the right to terminate the Service should the Customer fail to provide or maintain the relevant Microsoft Teams Subscription Service Component accordance with clause 5.3(c) below.
- (g) Vodafone will not be responsible or liable for any performance issues with the Service caused by Customer not having or maintaining the Microsoft Teams Subscription Service Component. In the event that Customer obtains the Microsoft Teams Subscription Service Component from Microsoft or a Suitable License Provider, it is the obligation of the Customer to advise Vodafone prior to any Order being placed for the Service that it has the correct Microsoft Teams Subscription Service Component in order to receive the Service.
- (h) Where the Customer purchases the Microsoft Teams Subscription Service Component directly from Marketplace, Customer agrees that:
- (i) Vodafone, Microsoft and Customer are independent contractors with respect to Vodafone's resale of the Microsoft Teams Subscription Service Component;
 - (ii) Customer and Microsoft are directly responsible to each other for the performance of their respective obligations under the Microsoft's End User License Agreement set out at in the schedule below within these Service Specific Terms and privacy policies;
 - (iii) Customer is responsible for providing the necessary notices, and obtaining and maintaining any consents required from Users, to allow Vodafone and Microsoft to perform their respective contractual obligations in respect of the Customer;
 - (iv) If Customer does not accept or comply with the Microsoft's End User License Agreement terms linked within these Service Specific Terms:
 - Customer will be liable for any costs or losses suffered by Vodafone as a result of such a failure, including but not limited to any costs or losses by Vodafone as a result of claims from

Vodafone Teams Direct Routing

Service Specific Terms

Enterprise Customers



Microsoft relating to a failure by Customer of accepting the Microsoft's End User License Agreement set out in the schedule below within these Service Specific Terms; and

- Customer shall not use, access, or make available for use or access the Microsoft Teams Subscription Service Component, and Vodafone shall not be bound to procure the delivery of the Microsoft 365 Teams Subscription.
- (i) The inclusion of the Microsoft Teams Subscription Service Component or links to third party sites does not imply Vodafone's endorsement of the same and unless expressly stated elsewhere, Vodafone is not responsible or liable for third party materials or links.
- (j) Supply of the Microsoft Teams Subscription Service Component via Marketplace does not constitute a grant or waiver of any rights of the copyright owners.
- (k) Unless otherwise specified, the Microsoft Teams Subscription Service Component is for the use by the Customer or the Customer's internal use only.
- (l) Vodafone cannot guarantee that the Microsoft Teams Subscription Service Component will be fault free.
- (m) The Microsoft Teams Subscription Service Component supplied to Customer via Marketplace is on an 'as is' basis and Vodafone makes no warranties, express or implied, regarding their satisfactory quality, fitness for a particular purposes, reliability, timeliness, accuracy, completeness, security or that they are free from error, and therefore shall not be liable for any downtime, suspension or interruption including any resulting loss or claim resulting therefrom.
- (n) Vodafone will not be responsible for any data loss from Customers use or access to the Microsoft Teams Subscription Service Component.

4.2 **Direct Routing Service Component:** The Direct Routing Service Component will integrate Microsoft Teams with the PSTN to enable the ability to make and receive voice calls on Microsoft.

- (a) **Sessions Border Controller Component:** Customer shall be aware that the SBC Component shall be supplied to Vodafone by Intrado Solutions Limited ("**Intrado**"), managed and deployed by Third-Party Provider, AudioCodes Limited ("**AudioCodes**").
 - (i) Customer is aware that the SBC Component will be provided remotely via the Microsoft Azure Public Cloud. Vodafone is responsible for providing the services which transport data from one system to another system. Vodafone is not responsible for the systems from and to which the data is transported.
 - (ii) AudioCodes may from time to time conduct maintenance on the SBC Component which includes, but is not limited to, software upgrades. Should AudioCodes conduct maintenance on the SBC Component and the Service is impacted as a result, Vodafone will not be liable for any disruption to the Service.
- (b) **Session Initiation Protocol Service Component:** Customer acknowledges that the Session Initiation Protocol Service Component will be provided to the Customer by Vodafone via the EVoPI. The Session Initiation Protocol Service Component will create a secure pathway between the Microsoft Teams Subscription Service Component and the SBC Component.
 - (i) The Customer must agree to the EVoPI Service Specific Terms and the EVoPI Commercial Terms in order to receive the Service (the "**Additional Service Terms**"). The Additional Service Terms are set out at www.vodafone.co.uk/terms. In the event of any conflict or inconsistency between these Service Specific Terms and the Additional Service Terms, the Additional Service Terms will take precedence for the purposes of the Session Initiation Protocol Service Component.
 - (ii) In the event of any conflict or inconsistency between these Service Specific Terms and the Additional Service Terms, these Service Specific Terms will take precedence for the purposes of the Microsoft Teams Subscription Service Component and the SBC Component.

Vodafone Teams Direct Routing

Service Specific Terms



Enterprise Customers

4.3 Equipment:

- (i) Customer will use Customer Equipment in respect of the Microsoft Teams Subscription Service Component and the SBC Component. For the avoidance of doubt Vodafone will not provide the Customer with any Equipment in connection with the provision and use of the Service and shall have no liability to the Customer in respect of any Customer Equipment used in connection with the provision and use of the Service.
- (ii) In respect of Equipment for the Session Initiation Protocol Service Component the provisions within the Additional Service Terms shall apply.

4.4 **Encryption:** The Microsoft 365 Teams Subscription, the Microsoft 365 Teams Add-On Licence and SBC Component are hosted in the Microsoft Azure Public Cloud. All Service Traffic Data (which includes both Signalling and Media Traffic) will be encrypted using TLS and SRTP. The Customer accepts that the Service will be fully encrypted by default. The Customer understands that encryption is used to help protect the confidentiality, integrity and availability of the Service whilst traffic traverses the public internet and that a fully encrypted service reduces the confidentiality and integrity risks to the Service. The encryption options referred to in Clause 4.3 of the Additional Service Terms will therefore not be applicable to the Service.

4.5 **Customers own internet connection:** In order for Customer and Users to use the Service, they must provision their own internet connection and internet service from a Third-Party Provider or from Vodafone. Vodafone accepts no liability in respect of such internet connection or internet service in the event that it is provisioned from a Third-Party Provider.

4.6 **Security requirements:** Where Customer provisions their internet service from a Third-Party Provider, Customer must ensure that such Third-Party Provider meets the Customer's security and reliability requirements to carry their calls.

4.7 **Software Use:** Customer will not: (i) except to the extent that Applicable Law requires a provider to give Customer permission to do so, directly or indirectly, reverse engineer, decompile or disassemble the Software in any manner; (ii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or encumber rights to the Software to any third party; or (iii) remove any proprietary notices or labels from the Software. All intellectual property rights in the Software, programming tools, methodology, reports, designs, drawings, diagrams, images and any other materials provided by Vodafone and/or its Licensors remain the exclusive property of Vodafone and/or its Licensors. Customer will not use the Service to engage in the manufacture, use, distribution or transfer of counterfeit, pirated or illegal software. In the event that Customer becomes aware that any of its employees or agents have used the Service for any such activities (whether in the course of their duties or otherwise), Customer will inform Vodafone immediately to the extent that Customer may do so in accordance with Applicable Law. Customer must (i) at all times take reasonable precautions to protect any Customer Equipment which Software is loaded from unauthorised use; (ii) not, and must not try to, avoid, defeat, bypass, remove or deactivate any security measures included in the Software, including those that restrict its functions; (iii) not use the Service or Software in hazardous environments requiring fail-safe performance in which failure could lead to death, personal injury or severe physical, property or environmental damage; and (iv) not separate the components of the Software by installing them on different servers, or by upgrading or downloading them at different times.

4.8 Third-Party Providers:

- (a) With respect to any Service Component provided by a Third-Party Provider, the Customer's use of the Service will be subject to the Customer accepting additional terms and conditions as advised by Vodafone and/or the Third-Party Provider. Failure to accept such terms and conditions may mean that Customer is unable to access the Service. Should any of the additional Third-Party Provider terms and conditions change, the obligations of the Customer under these Service Specific Terms will not change.
- (b) Vodafone may use a Third-Party Provider or the Vodafone Group that has the necessary authority to provide a Service Component where required by Applicable Law.
- (c) The Licensors shall have the benefit of any provisions in these Service Specific Terms which confer a right or benefit on the Licensor and each Licensor shall be entitled to enforce each such provision subject to and in accordance with the terms of the Order. Except as set out in this clause 4.8(c), a third party that is not a party to the Order has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Order.

Vodafone Teams Direct Routing

Service Specific Terms



Enterprise Customers

- (d) Vodafone may limit access to or suspend the provision of the Service or any part of the Service without incurring any liability or obligation to Customer if a Third-Party Provider suspends or interrupts the provision of a Service Component or a Third-Party Provider has to suspend a Service Component in order to comply with any Applicable Law, regulation or code of practice or any order, instruction or request of a competent governmental, regulatory or other authority or of a Third-Party Provider.
 - (e) If a Third-Party Provider terminates the Customer's right to use a Service Component, Vodafone will be excused from liability related to failure to deliver the Service.
 - (f) With respect to the Microsoft Teams Subscription Service Component managed and provided by Microsoft the following shall apply:
 - (i) Customer shall not use the Microsoft Teams Subscription Service Component for any purpose, which Vodafone, acting reasonably, believes is abusive, a nuisance, illegal or fraudulent. Microsoft's End User License Agreement terms linked within these Service Specific Terms set out below constitute unacceptable use of the Microsoft 365 Teams Subscription.
 - (ii) Where a specific User is in breach of Microsoft's End User License Agreement terms linked within these Service Specific Terms set out below or in breach of these Service Terms, Vodafone shall be entitled to suspend each User's use of the Microsoft Teams Subscription Service Component. Vodafone shall notify Customer of its intention to do so where this is reasonably practicable, allowing an opportunity to remedy the alleged breach (where it is capable of remedy), otherwise Vodafone shall notify Customer as soon as reasonably practicable after the suspension. This right of suspension shall only apply during the period of breach, although reinstatement of the Microsoft Teams Subscription Service Component may be subject to the payment of a reconnection charge by Customer.
 - (iii) During any period of suspension, Customer shall continue to pay all Charges due in respect of the Services.
 - (iv) Customer shall keep any information or password(s) used to access the Microsoft Teams Subscription Service Component.
 - (v) Customer agrees that when using or accessing the Microsoft Teams Subscription Service Component they take full responsibility for:
 - files and data transferred or stored, and
 - maintaining all appropriate backups of files and data transferred or stored.
- 4.9 **Acceptable Use Policy:** Customer must comply with the Acceptable Use Policy as referred to in the General Terms and set out at www.vodafone.co.uk/Acceptable-Use-Policy-Business.
- 4.10 **Voice Traffic and Number Management:** Customer may use the Service to send voice traffic from the Microsoft Teams Subscription Service Component to the Public Voice Service. The Customer shall not be allocated numbers through this Service. The Customer shall be allocated numbers through the mandatory Public Voice Service and may point these numbers to the Customer's Microsoft Teams Subscription Service Component and present these numbers as the CLI for calls originated on the Microsoft Teams Subscription Service Component. The Customer shall only configure CLI for outbound calls that have been provisioned to the Customer by Vodafone for use with the Service and the Customer's Microsoft Teams Subscription Service Component. The Customer will not at any time manipulate or otherwise change or mask the network CLI of outbound calls. The Customer will always match the numbers provisioned through the Public Voice Service. To the extent the Customer wishes to use a Customer provided presentation number for outbound calls from the Microsoft Teams Subscription Service Component this must be agreed with Vodafone in advance. To the extent the Customer configures CLI for outbound calls from the Microsoft Teams Subscription Service Component the Customer shall comply with all Applicable Law associated with the use of those numbers, including respecting any geographic restrictions that may apply to the use of those numbers. If the Customer does not comply with these conditions, Vodafone may block any voice traffic originating from the Microsoft Teams Subscription Service Component.
- 4.11 **Emergency Calls:**
- (a) Emergency calls will be provided via the PSTN. Where this is provided by Vodafone, the following provisions apply.

Vodafone Teams Direct Routing

Service Specific Terms



Enterprise Customers

- (b) **Availability:** Customer acknowledges that the Service, the quality, performance and available features of the Service and any Customer Equipment may be affected by: (i) the quality and speed of the internet connection; and (ii) other usage on the internet connection; and the Service will not function in the event of a power failure.
 - (c) **Emergency Services Information:** Customer shall:
 - (i) 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;
 - (ii) make Users accessing the SIP Trunking 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
 - (iii) ensure that such Users provide their location details in the event that they make an emergency services call using the Service.
 - (d) **Calling Line Identification ("CLI"):**
 - (i) 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:
 - It shall be a dialable number;
 - 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
 - (ii) 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.
 - (iii) 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.
 - (iv) 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 4.11(d).
 - (e) **Suspension:** Customer acknowledges that the emergency services may not be available if the Service is suspended or is terminated pursuant to the terms of the Customer Agreement. Customer should endeavour to provide alternative means to support calls to emergency services in the event that the Service is unavailable.
 - (f) **Notifying Users:** Customer agrees to ensure all Users and potential Users acknowledge and agree to the limitations of calling the emergency services using the Service and are advised of alternatives.
 - (g) Notwithstanding anything included in the General Terms, Customer shall indemnify Vodafone from any losses incurred by Vodafone as a result of Customer's failure to comply with this clause 4.11 regarding Emergency Calling. For clarity, this clause 4.11(g) shall apply in the event of any act or omission by Customer in violation of the terms of this clause 4.11 or Vodafone provided guidance, that prevents or otherwise limits effective Emergency Calling for any User.
- 4.12 **Transfer of Usage Data:** Customer undertakes that, with respect to the Service, it shall provide Vodafone and/or its Licensors upon Vodafone's request with all relevant information as required by Vodafone and/or its Licensors, in order to provide the Services and/or to audit and monitor Customer's compliance with this Agreement and/or to allow Vodafone to comply with any agreement between Vodafone and any Licensor relating to the use of Software and/or the provision of any of the Service in force from time to time including a Customer Network Diagram which will include the location of the AudioCodes, as well as non-AudioCodes device(s) that are relevant to the voice network.

Vodafone Teams Direct Routing

Service Specific Terms

Enterprise Customers



4.13 Disruption to Service:

- (a) Customer understands that each Service Component works independently to create the overall Service. Should one Service Component experience a disruption the Customer accepts that they will still be liable to pay for the Service as a whole.
- (b) Where Vodafone is obligated to escalate any technical incidents to a Third-Party Provider for resolution, Vodafone will escalate all incidents as set out within the Service Levels below. The Customer understands that Vodafone is not liable for any temporary interruptions to the Service that the Customer experiences as a result of any delay in escalation to the Third-Party Provider.

4.14 Additional Customer's Responsibilities: Customer understands that they are responsible for the following:

- (a) Correctly provisioning any Customer Equipment that requires the ability to make and receive PSTN calls within Customers Microsoft Teams Subscription Service Component environment;
- (b) Correctly applying the Microsoft Teams Subscription Service Component to any User's Customer Equipment that will use the Service;
- (c) Ensuring that for any User, the Microsoft 365 Teams Add-On Licence is applied to the Microsoft 365 Teams Subscription;
- (d) All Customer Equipment that is used to access the Service is suitably specified and running a compatible Operating System as set out in the Service Specification;
- (e) Register with Vodafone's Digital Enablement Platform ("DEP"). Customer acknowledges that a 24-hour registration shall apply;
- (f) Assign Direct Dial Inwards telephone numbers to each User via DEP;
- (g) Configure the Microsoft Teams Subscription Service Component telephone system features via Customer's own Microsoft admin centre;
- (h) Assign a single technical point of contact for any issues or Incidents in relation to the Service;
- (i) Provide, if requested by Vodafone, a Customer network diagram that shall detail the location of any AudioCodes's Equipment together with any Customer Equipment and Equipment that is relevant to the Customer's use of the Service;
- (j) Provide Vodafone with all appropriate Customer site information, including company name, street address, company telephone and e-mail information and notify Vodafone immediately if any changes should arise;
- (k) Supply any further information on request by Vodafone may require in order to deploy the SBC Component.

4.15 Vodafone will not be responsible or liable for any performance issues with the Service caused by Customer not fulfilling or complying with its obligations contained in clause 4.14. Vodafone will have the right to terminate the Service in accordance with clause 5.3(d) below should the Customer not fulfil or comply with its obligations contained in this clause.

5. Renewal and Termination of the Service:

5.1 Termination

- (a) Customer shall be entitled to terminate these Service Specific Terms in whole, or in part (subject to the limitations contained within clause 5.1(b) below) at any time throughout the duration of the Term by giving not less than 30 days written notice. Where Customer terminates before the end of the Term, Customer shall be subject to the Recovery Charges as set out in the Commercial Terms and the Additional Service Terms.
- (b) Where Customer chooses to terminate this Agreement in part by cancelling selected Service Components, the following limitations apply:
 - (i) Customer may retain Microsoft Teams Subscription Service Component but cancel the Direct Routing Service Component;

Vodafone Teams Direct Routing

Service Specific Terms



Enterprise Customers

- (ii) Customer may retain the Microsoft 365 Teams Subscription Component but cancel the Microsoft 365 Teams Add-On Licence Component and the Direct Routing Service Component;
 - (iii) Where Customer has purchased either element of the Microsoft Teams Subscription Service Component from Marketplace and elects to cancel the Microsoft Teams Subscription Service Component, Customer may not retain the Direct Routing Service Component; and
 - (iv) Where Customer has purchased any element of the Microsoft Teams Subscription Service Component from Marketplace, Customer is not permitted to retain the Microsoft 365 Teams Add-On Licence Component in isolation.
 - (c) Customer understands that if they serve notice in accordance with clause 5.1(a) to terminate these Service Specific Terms Customer must also serve notice to terminate the Session Initiating Protocol Service Component pursuant to the Additional Service Terms otherwise Customer will remain liable for any Charges in relation to the Session Initiating Protocol Service Component in accordance with the Additional Service Terms.
- 5.2 The Customer understands that termination of any individual Service Component will mean Customer cannot continue to receive the Service as a whole. For any Service Component that is retained, Customer will remain liable for all Charges related to the retained Service Component in accordance with the Commercial Terms and the Additional Service Terms.
- 5.3 Vodafone shall, in addition to any other rights and remedies of Vodafone, be entitled to terminate these Service Specific Terms and/or any Order for the Service in whole or in part with immediate effect on written notice to Customer if:
- (a) any agreement between Vodafone and a Licensor which relates to the Service is terminated; or
 - (b) any agreement between Vodafone and a Licensor is varied in a manner that means Vodafone can no longer comply with any material provision of this Agreement; or
 - (c) Customer fails to purchase or maintain any of the Service Components; or
 - (d) Customer does not fulfil or comply with its obligations contained in clause 4.14 above.
- 5.4 In the event that either clause 5.3(a) or clause 5.3(b) applies in respect of the SBC Component only, (and Customer purchased the Microsoft Teams Subscription Service Component from Vodafone via the Marketplace) Customer will have the following options:
- (a) retain the Microsoft Teams Subscription Service Component; or
 - (b) terminate the Microsoft Teams Subscription Service Component.
- 5.5 In the event that either clause 5.3(a) or clause 5.3(b) applies in respect of the SBC Component only, the Customer's rights and remedies in respect of the Session Initiating Protocol Service Component shall be in accordance with the Additional Service Terms.
- 5.6 In the event that clauses 5.3(a), 5.3(b) and/or 5.4(b) apply, Vodafone will credit Charges paid in advance in relation to the terminated Service Component for the period following termination and Customer will not be liable for any further Charges.
- 5.7 In the event that clause 5.3(c) or clause 5.3(d) applies, Customer will be liable for the Recovery Charges in accordance with the Commercial Terms and the Additional Service Terms.
- 5.8 **Renewal**
- (a) If at the end of the Minimum Term the Customer wishes to renew the Service for a Renewal Term as defined in the Commercial Terms, the Customer understands that the Service can be renewed:
 - (i) in whole, including all three Service Components, with Customer taking out a Microsoft Teams Subscription Service Component directly from Vodafone via Marketplace ("**Whole Renewal**"); or
 - (ii) (if the Customer brought their existing Microsoft 365 Teams Subscription in accordance with clause 3.1(a)(ii) of these Service Terms to the Service at the point of purchase of the Service and either (i) the term of that existing subscription has not yet expired or (ii) the Customer intends to renew or purchase a new subscription from a Suitable Licence Provider), in part, which includes

Vodafone Teams Direct Routing

Service Specific Terms

Enterprise Customers



- the Microsoft 365 Teams Add-On Licence, SBC Component and Session Initiation Protocol Service Component only ("**Partial Renewal A**"); or
- (iii) (if the Customer brought their existing Microsoft 365 Teams Subscription in accordance with clause 3.1(a)(iii) of these Service Terms to the Service at the point of purchase of the Service and brought their existing Microsoft 365 Teams Add-On Licence in accordance with clause 3.1(b)(ii) of these Service Terms to the Service at the point of purchase of the Service and either (i) the term of that existing Microsoft 365 Teams Subscription and Microsoft 365 Teams Add-On Licence, has not yet expired or (ii) the Customer intends to renew or purchase a new Microsoft 365 Teams Subscription and Microsoft 365 Teams Add-On Licence from a Suitable Licence Provider), in part, which includes the SBC Component and Session Initiation Protocol Service Component only, ("**Partial Renewal B**").
- (b) If Customer undertakes Partial Renewal A or Partial B Customer agrees and acknowledges that the provisions of clauses 4.1(b) and 4.1(g) shall apply.

Vodafone Teams Direct Routing Service Specification

Enterprise Customers



1. Service Components:

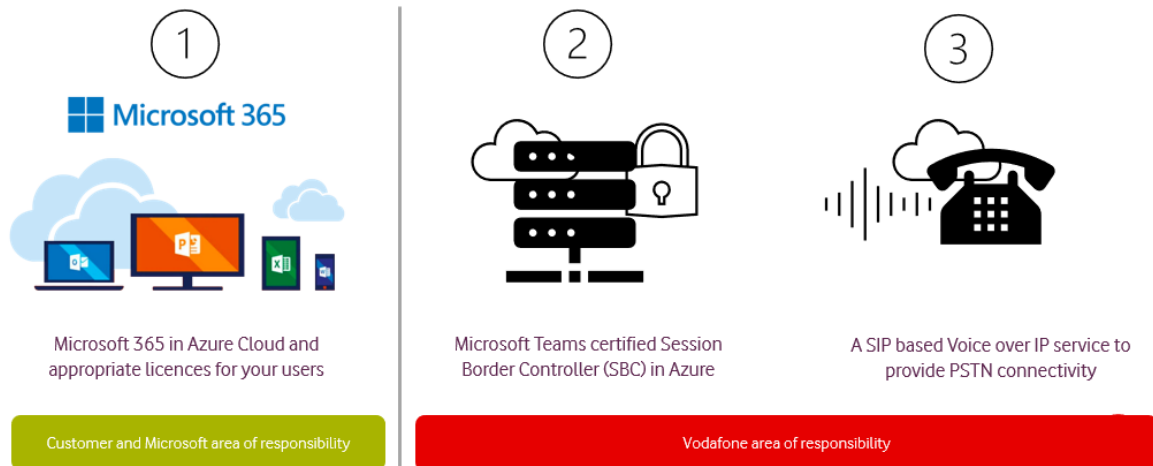
1.1 The Service comprises separate Service Components being the:

- (c) **Microsoft Teams Subscription Service Component**, being:
 - a. Microsoft 365 Teams Subscription; and the
 - b. Microsoft 365 Teams Add-On Licence; and the
- (d) **Direct Routing Service Component**, being:
 - a. SBC Component; and the
 - b. Session Initiating Protocol Service Component.

1.2 The Service Components are illustrated below:

Deconstructing Direct Routing

- To provide Direct Routing, **three core components** are required
 - Parts (2) and (3) are provided by Vodafone as a managed service
 - Part (1) can be sold by Vodafone, but it's owned and managed by the customer (the new Phone System is self-contained within the customer's Teams environment, from Microsoft)

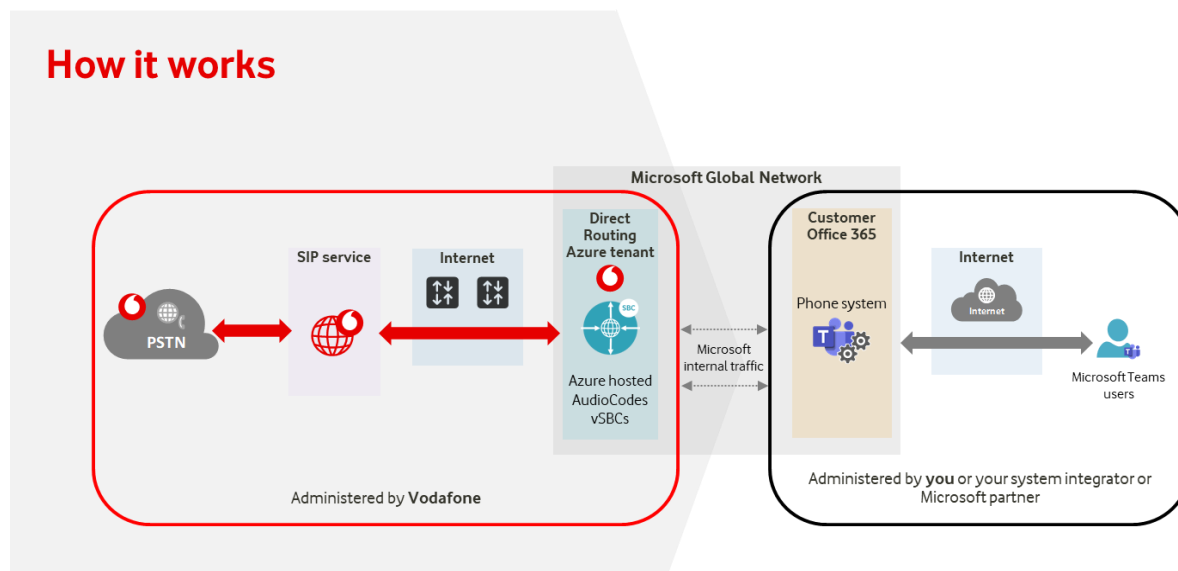


Vodafone Teams Direct Routing Service Specification

Enterprise Customers



1.3 The Microsoft Teams service allows Third Party providers, to connect PSTN to a customer's Microsoft Teams tenant ("Direct Routing") SBC platform in Microsoft Azure connecting a secure pathway between the Customer's Microsoft Teams and an SBC. The technical components of the Service are illustrated and explained in more detail below:



1.4 Microsoft Teams Subscription Component

- Microsoft 365 is the latest unified communications and collaboration product to be launched by Microsoft, following the previous products: LCS, OCS, Lync, Skype for Business.
- Microsoft 365 allows customers to collaborate, meet, call and connect business applications.
- Microsoft 365 can be enabled to make and receive telephone calls via the PSTN once the Microsoft 365 Teams Add-On Licence is purchased. This will allow the Customer's Users and / or Devices to be assigned with DDI numbers and the ability to make outbound and / or receive inbound telephone calls.

1.5 Direct Routing Service Component

- The Direct Routing Service Component is the configuration items within the Customer's Microsoft 365 Teams Subscription environment that allows the use of the Session Initiating Protocol Service Component for routing of voice calls. Once configured on the customer's Microsoft 365 Teams Subscription environment, the Direct Routing Service Component creates a secure pathway between the Microsoft 365 Teams Subscription and the SBC Component. The SBC Component then manages the connection into the Session Initiating Protocol Service Component.
- The Session Initiating Protocol Service Component runs over the public internet (irrespective of the internet service provider) and is used to deliver the PSTN element of the Direct Routing Service Component by enabling voice calls to be established over an IP connection. When modelling the number of SIP channels required, it's useful to think of Microsoft Teams as the 'PBX' or telephone system. If a customer is moving from a traditional on-premise PBX that has 100 extensions (users) and an ISDN service with 30 channels, you should model your new Teams Phone System with 100 users and 30 SIP channels.
- By default, incoming calls will ring on all active endpoints currently registered to the User. The Microsoft 365 Teams Subscription Service Component notifies Users of an incoming call by displaying a notification that includes the caller's name (when available from the Customer's corporate directory or contact list).

Vodafone Teams Direct Routing Service Specification

Enterprise Customers



2. Customer Requisites

Microsoft Teams Subscription Service Component

- (a) In order to receive the Service, the Customer must have a Microsoft 365 Teams Subscription and one of the following Microsoft 365 Teams Add-On Licence:
- Microsoft 365 Business Voice (without Calling Plan) with Vodafone Direct Routing (<300 users); or
 - Microsoft 365 Phone System (without Calling Plan) with Vodafone Direct Routing (300+ users); or
 - Microsoft 365 Business Voice (without Calling Plan (<300 users); or
 - Microsoft 365 Phone System (without Calling Plan) (300+ users); or
 - Vodafone Direct Routing for Microsoft Teams (provisioning of Direct Routing Service Component only for <300 users); or
 - Vodafone Direct Routing for Microsoft Teams (provisioning of Direct Routing Service Component only for 300+ users); or
 - Vodafone Direct Routing for Microsoft Teams add on for E5 only (provisioning of Direct Routing Service Component only for 300+ users)
- (b) The type of Microsoft 365 Teams Add-On Licence that the Customer will require will vary dependent on the relevant Purchase Journey referred to in the Service Specific Terms.
- (c) It is the Customer's responsibility to ensure that all devices used to access the service are suitably specified and running a compatible Operating System which are illustrated below:

Operating System Vendor	Software Version
Windows	Windows 10
	Windows 8.1
MacOS X	Mac OS X 10.11 El Capitan or later
iOS	Support is limited to the two most recent major versions of iOS
	When a new major version of iOS is released, the new version of iOS and the previous version are officially supported
Android	Support is limited to the last four major versions of Android
	When a new major version of Android is released, the new version and the previous three versions are officially supported

3. Numbering

- (a) In the UK the Microsoft Teams Direct Routing Service integrates into the PSTN, and Vodafone support direct dial inwards (“**DDI**”) numbers with no practical limit on the number and size of DDI ranges that a Customer can use, within the overall limit of MS Teams.
- i. DDI numbers can be provided in the following ways:
1. Customer can have new numbers
 2. Customer can move from an existing Vodafone product
 3. Customer can “port-in” from another provider

Vodafone Teams Direct Routing Service Specification

Enterprise Customers



- ii. The Microsoft Teams Direct Routing service numbers can be associated to:
 - 1. Individual Users associated by their email address
 - 2. Resources associated by their email address (i.e. conference rooms)
 - 3. Fixed or common area devices, for example IP Phones connected to the local area network or conferencing devices.
- iii. One DDI number will be allocated by the Customer's Microsoft Teams administrator to each voice enabled User, device or resource as stated above.

Vodafone Teams Direct Routing Service

Service Levels



Enterprise Customers

1. Incident Management

- (i) The Vodafone service desk is the single point of contact for your nominated service Administrator(s) to communicate Incidents to Vodafone. The Service Desk is open 24x7x365.
- (ii) 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.
- (iii) Vodafone may need to carry out essential maintenance or network upgrades to the Service and/or equipment from time to time ("Maintenance"), and such Maintenance may necessitate temporary interruptions to the Service ("Interruptions"). Vodafone will use reasonable endeavours to minimise the number of Interruptions and any subsequent disruption to the Customer. The Customer is responsible for notifying its Users or Third-Party Providers of any Interruptions, as may be required.
- (iv) Customer agrees that Vodafone will be excluded from all liability in respect of any Interruptions to the Service in the event that:
 - a. Microsoft carry out any Maintenance of the Microsoft Teams Subscription Service Component; or
 - b. AudioCodes carry out any Maintenance of the SBC Component.

2. Severity Levels of Incidents and Incident Resolution Time

- (i) Vodafone aims to resolve Incidents within the Incident Resolution Time (see table in clause 1(b)(ii)(g) below). Vodafone cannot guarantee that this will be possible in all circumstances and consequently does not offer compensation if this target is not achieved.
- (ii) There will be no Incident Resolution Service Levels for failures of the Service that are caused by failures of the public internet.
- (iii) Initially Vodafone will determine whether the Incident is the **fault, incident or problem of the;**
 - 1. Microsoft 365 Teams Subscription; or the
 - 2. Microsoft 365 Teams Add-On Licence; or
 - 3. Sessions Border Controller Component; or the
 - 4. Session Initiation Protocol Service Component
- (iv) In the event that Vodafone determines the Incident is the fault, incident or problem of any element of the Microsoft Teams Subscription Service Component Vodafone may direct Customer to Microsoft to resolve the Incident and the Microsoft 365 end user licence agreement set out at in the schedule below shall govern the Incident resolution and any applicable target Incident resolution times.
- (v) In the event that Vodafone determines the Incident is the fault, incident or problem of the Sessions Initiation Protocol Service Component the Additional Service Terms shall govern the Incident resolution and any applicable target Incident resolution times. For the avoidance of doubt, applicable target Incident resolution times contained within the Additional Service Terms shall commence from the time the Incident is **Acknowledged by Vodafone in accordance with clause 1(b) above.**
- (vi) In the event that Vodafone determines the Incident is the fault, incident or problem of the Sessions Border Controller Component the table below gives the target Incident Resolution Times, depending on the severity of the Incident.

Vodafone Teams Direct Routing Service



Service Levels

Enterprise Customers

Severity Level	Description	Target Incident Resolution Time
Level 1	Total loss of Service	24 hours
Level 2	Partial loss of Service for any one User	24 hours
Level 3	Service quality issue (e.g. congestion or call quality or call failures in either direction)	48 Working Hours
Level 4	Minor issue (e.g. feature not working or intermittent fault)	72 Working Hours

(vii) 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.

(viii) Vodafone shall not be liable for any failures of the Service that are caused by failures of the public internet.

3. Service Level Availability

(i) 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 (to public internet hand over Vodafone Network SBC)	99.9%

(ii) Vodafone shall not be liable for any failure to meet the specified Service Levels to the extent that such failure is due to Service Components owned or managed by Third Party Providers. Any such failure is the responsibility of the Third-Party Provider to resolve.

(iii) 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 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.

Vodafone Teams Direct Routing Service Microsoft End User License Agreement



Enterprise Customers

1. Microsoft End User Licence Agreement

The Customer understands that it must agree to one of the following end user license terms as linked below in order to receive and use the Service. The end user licence terms Customer needs to select is based on which 365 Teams Add-On Licence Customer has purchased. The different 365 Teams Add-On Licence options are detailed in the Service Specification.

<https://www.microsoft.com/licensing/terms/productoffering/AudioServices/MCA#Availability>

<https://www.microsoft.com/licensing/terms/productoffering/Microsoft365/MCA#Availability>



Vodafone Teams Direct Routing

Service Specific Terms

Vodafone Business Customers

The following definitions are applicable to the Services:

AudioCodes Limited	a Third-Party Provider managing and deploying the SBC Component
CLI	means calling line identification
Emergency Calling	means a call to 999 or 112 or any other number associated with UK emergency services
EVOPI	means Vodafone's evolved voice over public internet service
Excluded Event	<p>any of the following:</p> <ul style="list-style-type: none">ii. a fault or incident with any other Vodafone service purchased under separate service specific terms;iii. 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;iv. the fault or incident caused by Customer's negligence, act or omission or that of any third party not within Vodafone's direct control;v. Customer not performing or a delay in performing any of its responsibilities under the Agreement;vi. 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;vii. service suspension or a Force Majeure event in accordance with the General Terms;viii. the inability or refusal by a Third-Party Provider to provide the Access Circuit at a Customer Site;ix. a Configuration Change in the process of implementation;x. an Outage;xi. 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;xii. a fault or incident caused by failure at any other Customer Site; or <p>any other circumstances caused by events for which Vodafone is not liable in accordance with the terms of the Agreement.</p>
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, and reported to Vodafone.
Incident Management	means the end-to-end management of Incidents by Vodafone.
Licensors	Microsoft and, the licensors of Software to Vodafone or its suppliers used for the provision of the Service and other suppliers of services to Vodafone and its suppliers for the provision of the Service.
Media	IP packets containing the voice content of a call
Microsoft	Microsoft Corporation – One Microsoft Way, Redmond WA, 98052, United States



Vodafone Teams Direct Routing

Service Specific Terms

Vodafone Business Customers

Microsoft Azure Public Cloud	Microsoft's public cloud service
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.
Operating System	means system software that manages computer hardware, software resources and provides common services for computer programs
Public Voice Service	means public switched telephone networks services and session-initiated protocol services, that are capable of originating and terminating voice calls to and from public telephone numbers.
Public Cloud Service	services offered by third-party providers over the public Internet
PSTN	means a public switched telecommunications network
SRTP	means secure real-time transport protocol which is a network protocol that adds further security to communications over the internet, such as message authentication, confidentiality and replay protection
Service Level(s)	the service levels which apply to the provision of the Service as set out in the Service Levels schedule.
Signalling	IP packets containing messages sent between a Customer's device and the Vodafone Network to establish and clear down voice calls.
SIP Trunking	a voice over internet protocol based on session-initiated protocol, which enables the Customer, using their based session-initiated protocol private branch exchange to send and receive calls to/from the public switched telecommunications network via the public internet.
Suitable License Provider	refers to Microsoft or any other Third-Party Provider who is authorised to sell a Microsoft Teams 365 subscription and/or a Microsoft 365 Teams Add-On Licence.
Term	refers to the Minimum Term plus any Renewal Term which are set out in the Commercial Terms.
TLS	means transport layer security which is a security protocol designed to facilitate privacy and data security for communications over the Internet.
Type 3/Type 4/Type 5 Presentation CLI	has the meaning defined in the Ofcom CLI Guidelines.
Marketplace	means the Vodafone Business Marketplace
VBP	means the Vodafone Business Portal