

These Specific Terms and Conditions for Zoom UCaaS and CCaaS Services will be incorporated into the Agreement together with the Standard Terms and Conditions and the Order Form.

1. Interpretation

1.1. In this agreement the following words will have the following definitions:

Calls means Metered telephone calls.

CLI means the calling line identity of a calling party.

Conversations - Contact Centre virtual agent dialogues, which may be via text, or any messaging service (e.g. WhatsApp).

CSP means Customer Service Plan.

End User Data - Information or data relating to an End User's use of a Zoom Product, including Recordings.

Marks - "Zoom", "Zoom Phone", "Zoom Rooms" and other trade names, trademarks, service marks, and associated logos of Zoom as described in the Brand Guide.

PAF - Postcode Address File. A database of known delivery locations in the United Kingdom of Great Britain and Northern Ireland.

Premium Services Regulator code of practice - The code of practice (as amended, superseded or replaced from time-to-time) and any other guidance in relation to the operation of premium rate telephone call lines and any similar services issued by The Premium Services Regulator.

Recording - Any call recording made by the End User resulting from use of functionality within a Zoom Product.

Response Target - The time taken for PXC to respond to an Incident.

Service Provider means Elitetele.com Limited t/a Elite Group, CRN: 3228824.

Service Request means a request for support from You which (i) requires no more than thirty (30) minutes of effort to complete, and (ii) does not incur any third-party costs. Any request exceeding this time threshold and/or involving third-party charges shall be chargeable separately and subject to approval.

Service Request Allowance means the volume of Service Requests allowable under your Support Package as detailed on the Order Form for the Service.

Support Package means the support service confirmed on the Order Form which details the Service Request Allowance.

Usage Charges - Has the same meaning given to it in the Partner Account Terms and expressly also includes any Call or Conversation charges.

Zoom - Zoom Video Communications, Inc. and any successor entity or organisation thereto.

Zoom Flow downs - As set out in Schedule 1 of these Service Specific Terms.

Zoom Partner Portal - Any portal designated by Zoom, as described in the Product Documentation.

Zoom Phone Products - A subset of Zoom Products utilising cloud-based phone services, which use voice over internet protocol and allow two-way voice calling and private branch exchange functionality, including call routing and associated functions and direct inward dialling provisioning of phone numbers, public switched telephone network) connectivity and calling plans, as more particularly described in the Product Documentation.

Zoom Product - Has the meaning given to it in Clause 2.1.

Zoom Terms and Policies - All applicable Zoom terms and policies published at <https://zoom.us/legal>, as updated from time-to-time.

User means Your end 'user' of the Zoom Product.

You means the customer with whom the Service Provider makes the Agreement as set out in the Order Form.

2. Scope

2.1. These Service Specific Terms cover all products within the Service Provider's Zoom's UCaaS and CCaaS product suite, (each Product being a "Zoom Product").

2.2. These Service Specific Terms in force may be amended from time-to-time where Zoom requires.

3. Agreement Additional Terms

3.1. All Orders and Agreements for:

3.1.1. Zoom Products are subject to Part 1 of the Zoom Flowdowns; and

3.1.2. Zoom Phone Products are also subject to Part 2 of the Zoom Flowdowns.

4. Support

4.1. The Service Provider will provide support for Zoom Products in accordance with CSP and the Support Package.

4.2. A premium support service is available for eligible large User deployments, subject to quotation.

4.3. Credits are not available for Zoom Products.

4.4. Due to the software nature of Zoom Products, resolution of an incident shall be on a reasonable endeavours' basis only.

4.5. Any change to a Zoom Product by Zoom will be deemed to be a mandatory change.

- 4.6. Where a Zoom Product is withdrawn or modified by Zoom then the Service provider's obligation to provide a replacement during any Contract Term will be limited solely to any such replacement or modified Zoom Product as Zoom make available.

5. Privacy, Security and Call Recording

5.1. You acknowledge and agree that:

- (a) The Service Provider shall not grant access to any User Data without prior written User consent which shall be the sole responsibility of You to obtain; and
- (b) You accept the Zoom Terms and Policies and the Personal Data Annex in relation to the provision of any Zoom Products for compliance with Data Protection Legislation.

5.2 Recordings and any data contained within the Recordings are Your responsibility.

6. Telephone Numbers

6.1. Nothing in these Service Specific Terms gives Partner ownership of any CLI provided as part of any Zoom Product.

6.2. You may transfer CLIs to another provider only to the extent that there is a relevant porting agreement in place.

6.3. Numbers cannot be held without a paid licence.

7. Product Restrictions

7.1. Zoom Products with the ability to provision CLIs, will be subject to such obligations and restrictions as applied by legislation to which they are subject.

7.2. Neither Zoom or the Service Provider has responsibility or liability for the interoperation of any Zoom Product with any goods or services not provided as part of a Zoom Product including any third party integration with Zoom Products.

7.3. Specific product limitations or exclusions may apply in addition, as communicated from time-to-time by Zoom or the Service Provider.

8. Emergency Calls and Emergency Calls Database

8.1 You must provide the Service Provider with up-to-date information in relation to any installation address or other relevant details which will have an impact on ensuring that correct information is passed to any emergency organisation in accordance with condition 4 of OFCOM's general conditions of entitlement (as updated from time to time). You will:

- (a) ensure that You provides a full postal address for each CLI which is PAF validated.
- (b) respond within one Business Day to any request to correct a discrepancy in any installation address as reported by the emergency services.
- (c) promptly cooperate with any audits to ensure such compliance; and
- (d) only use each CLI which has been provided as part of an inbound-only service for this purpose only. Where You use such CLI for any other purpose, including to make outbound calls, this will be a material breach of this Agreement.

9. Zoom Product Charges

9.1. The Charges relating to each Zoom Product are set out in the Order Form.

9.2. Unless otherwise stated in the relevant Order Form, the Charges for the Zoom Products will be invoiced in the following manner:

- (a) Recurring Charges:
 - (i) will be billed monthly in advance; and
 - (ii) for a part month billing due to new Zoom Product Connection Date or additional Zoom Products may be billed pro rata in advance dependant on the Connection Date, and otherwise in arrears; and
- (b) all other Charges will be invoiced monthly in arrears.

9.3. No adjustment will be made, or credit or refund given, for usage that is less than the allowance stipulated on the Order Form (if applicable).

9.6. Usage is measured and billed for:

- (a) Calls, per minute (rounded up to the nearest minute);
- (b) Conversations, per completed Conversation; or
- (c) data, per unit, based on the applicable tariff in the Price List. Charges are presented on Your invoice (rounded up to the nearest whole penny) before VAT is applied.

10. Term and Termination

10.1. For each Agreement for Zoom Products:

- (a) there is a Minimum Period for each Zoom Product Order that You agree on signing the Order Form. After the first Order Form is placed, the Contract Term for all subsequent orders for additional Zoom Product licences shall run co-terminously with the first Contract Term, i.e. the contract end date for all licences will align with the contracted term of the first order placed, unless expressly stated otherwise; and



- (b) such Contract Term will automatically renew for a period equal to the initial Contract Term unless either Party serves at least 90 days' notice prior to the expiry date of the Contract Term to terminate the relevant Contract(s) at the end of the current Contract Term, or part thereof.
- 10.2. Where an Order Form for a Zoom Products is for 10 or fewer User 'seats':
- (a) the Order Form will be for a fixed Contract Term agreed by You at the time of placing the Zoom Product Order. Order Forms with a fixed term will expire at the end of that fixed term; and
- (b) at least 90 days before the end of the Contract Term You must confirm if You wish to renew the Contract Term.
- 10.3. Cancellation Charges for the Zoom Products are equal to the value of all Recurring Charges that would have been payable by You from the date of termination up to the end of the applicable Contract Term in respect of the Zoom Products which are terminated, together with any applicable Charges listed in the Standard Terms and Conditions.
- 10.4. The Service Provider reserves the right to treat any breach of the Zoom Flowdowns as a material breach incapable of remedy.

By signing below, You confirm that You have read these Service Specific Terms and Conditions for Zoom UCaaS and CCaaS Products and agree to be bound by them, together with the Elite Standard Terms and Conditions set out in or deemed to form part of this Agreement and the Charges detailed within the Order Form.

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Schedule 1– The Zoom Flow downs

1. Mandatory terms for all Zoom Products

- 1.1. You agree to comply with all applicable emergency calling notices, policies, processes, and procedures published on Zoom's website at <https://zoom.us/trust/resources> from time-to-time.
- 1.2. Zoom has the right to change a User's number(s) at any time, including porting out or substituting an existing number for a new number, if required by Legislation, technical reasons or requirements of Zoom or any underlying communications provider.
- 1.3. Zoom has the right to immediately suspend or disconnect any User who uses any Zoom Products in breach of Zoom's Terms and Policies which may also be actioned by the Service Provider.

2. Mandatory terms for Zoom Phone Native Service Product

- 2.1. You are subject to the:
- (i) Zoom phone numbering policy published at <https://explore.zoom.us/docs/doc/Zoom-PhoneNumbering-Policy.pdf>, as updated from time-to-time; and
- (ii) Zoom Terms and Policies. Your use of the Zoom Phone Native Service is subject to all applicable Zoom Terms and Policies as defined here.
- (b) EMERGENCY SERVICES LIMITATION OF LIABILITY. To the maximum extent permitted by Legislation neither the Service Provider, PXC nor Zoom shall be liable for any failure:
- (i) or limitation, of emergency services calling or inability to reach or use emergency services via the Zoom Phone Native Services due to an outage of Zoom Phone Native Services; or the inability to place or complete emergency calls from any Zoom-enabled device, End User line, or Site, or inability to access emergency personnel;
- (ii) of any emergency responders to respond, or to respond to the correct location where the equipment, End User, or caller is physically present or where such emergency services are required; and
- (iii) of emergency services, or inability to reach or use emergency services due to circumstances outside of the Service Provider, Zoom's or PXC's control including: (A) loss of electrical power; (B) loss of End User or emergency responders' internet connectivity; (C) defective or misconfigured Partner equipment; (D) network congestion that is not directly and solely caused by Zoom's own Zoom Phone Native Service infrastructure; (E) delays associated with updating the registered service location save for delays resulting directly and solely from Zoom's act or omission; (F) restrictions created by non-voice End User/ Partner equipment; (G) relocated End User / Partner equipment, including outside of the Zoom Territory; (H) the simultaneous use of one line with multiple pieces of equipment; (I) failure of emergency response centres to answer an emergency call; (J) failures of any third parties that are responsible for routing emergency calls; (K) the use of non-native telephone numbers; (L) failure of any emergency service personnel to call back directly to the number from which an emergency call was made or failure of End User / Partner equipment to receive callbacks from emergency service personnel; or (M) natural disasters, fires, floods, storms, earthquakes, war, terrorist acts or other acts of insurrection, labour disputes with Zoom Territory impact, or malfunction of utility, third party (other than Zoom subcontractors) communication or transportation systems.