



SPECIFIC CONDITIONS P3 – CIRRUS SERVICES

These Specific Conditions govern the Cirrus Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the Specific Conditions P1 – UC Services and Managed UC Services and the General Terms & Conditions for the Supply of Products and/or Services (the “Conditions”), which shall be deemed to be incorporated into the Contract for the performance of any Cirrus Services provided under these Specific Conditions.

The Cirrus Services shall only benefit the Customer if they are referred to as being part of the Contract in the Order Form.

1 DEFINITIONS

1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:

“CCaaS”	means contact centre as a service;
“Cirrus Services”	means the CCaaS, telecommunications and electronic communications service(s) supplied by the Company as further defined in the Order Form as updated from time to time; and
“Hardware”	means any equipment used by the Customer and/or its End Users to obtain the Cirrus Services.

2 FLOW DOWN TERMS

- 2.1 The Company (or the relevant Vendor) reserves the right to make any modification, change, addition to or replacement of any part of the Cirrus network or Cirrus Services at any time to make the Cirrus Services available in the normal course of running its business or otherwise to comply with Relevant Laws.
- 2.2 The Customer shall be solely responsible for the Hardware used by the Customer and/or its End Users to use the Cirrus Services (unless the same is supplied by the Company under Specific Conditions X1 Supply of Products and the Company shall not be liable or responsible for any such Hardware).
- 2.3 The Customer shall ensure that End Users comply with any requirements of the Company in relation to the use of the Cirrus Services.
- 2.4 The Customer shall provide any information, access to premises and/or other co-operation reasonably required by the Company in connection with the provision of the Cirrus Services.
- 2.5 The Customer shall be liable to the Company for set-up charges, monthly rental charges, usage charges and charges for calls as set out in Order Form and as updated from time to time. The Customer shall be liable for all Charges incurred in respect of the Cirrus Services and, in the case of usage-based Cirrus Services, the Customer is responsible for all usage Charges even if the same are incurred as the result of fraudulent or unauthorised use of Cirrus Services by its End Users and/ or any third party (except that Customer shall not be responsible for fraudulent or unauthorised use by the Company or its employees).
- 2.6 The Customer shall and shall ensure that its End Users use the Cirrus Services in accordance with Relevant Laws and any licence granted thereunder which governs the running of a CCaaS, telecommunications or electronic communications system.
- 2.7 The Customer does not use and will ensure that its End Users do not use the Cirrus Services:
- 2.7.1 for transmission of material which is defamatory, offensive, abusive or of an obscene or menacing character;
- 2.7.2 in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality);
- 2.7.3 in a manner which allows third parties to interfere with or corrupt the Cirrus Services and/or the Company’s (or relevant Vendor’s) system in any way; or
- (a) contrary to Cirrus’ acceptable use policy available on Cirrus’ website (www.cirrusresponse.com) from time to time; or
- (b) in any other way which is in breach of Relevant Laws or any other instruction or direction of the Company.
- 2.8 The Customer shall provide the Company with reasonable (and in any event not less than 7 (seven) days) notice of any increase in End User traffic levels which may affect the End User’s use of the Cirrus Service
- 2.9 The Company may upon 3 (three) days prior written notice suspend the provision of the Cirrus Services (in whole or in part) if:
- 2.9.1 such suspension is reasonably necessary to enable the Company (or the relevant Vendor) to comply with an order, instruction or request of a legal or regulatory authority (including without limitation OFCOM); and/or
- 2.9.2 the Company (or the relevant Vendor) needs to carry out work relating to upgrading or maintenance of the Cirrus network.
- 2.10 The Company shall have the right to terminate this Contract in the event that:
- 2.10.1 the licence or any licence under which the Company (or the relevant Vendor) has the right to run a telecommunications system and connect it to the Company (or relevant Vendor) network is revoked, amended or otherwise ceases to be valid and has not been replaced by another licence conferring such right;
- 2.10.2 the Customer shall be alleged guilty of fraud or misconduct in respect of the Cirrus Services; or
- 2.10.3 the Cirrus Services are no longer to be provided by the Company for any reason whatsoever.
- 2.11 The Customer will receive 4000 (four thousand) minutes per licence per full month (pro rata for a part month), inbound and outbound, including IVR and queue time, subject to the following conditions:
- 2.11.1 agent minutes are aggregated to provide a monthly allowance;
- 2.11.2 the following outbound destinations are included:
- (a) UK – 01 / 02 / 03; and
- (b) major mobiles O2, Vodafone, EE, 3 (FM1, FM2, FM3, FM4, FM5 and FM6); and
- 2.11.3 if the Customer exceeds the total usage pool allowed in any given month, minutes above the monthly allowance are charged at the Company’s standard rates as updated from time to time.