

Product Schedule: Hosted Telephony Services – Terms and Conditions

1. **Purpose:** This Product Schedule forms part of the Product Agreement between Arrow and the Customer in relation to Hosted Telephony Services, and sets out terms and conditions which are specific to the provision of such Hosted Telephony Services. It is in addition to and subject to Arrow's standard Terms and Conditions, and does not in any way replace them. Capitalised terms used in this Product Schedule have the same meaning as in the Terms and Conditions. Where there is a conflict between the terms of this Product Schedule and the Terms and Conditions, the terms of this Product Schedule shall apply.
2. **Hosted Telephony Services – General Terms:** The following provisions shall apply to all Hosted Telephony Services. The term "**Hosted Telephony Services**" means the remote cloud-based hosting of PBX and other voice services.
 - 2.1 **Minimum term and termination:** Arrow shall provide the Hosted Telephony Services for the minimum period specified within the Product Agreement, from the Start Date as defined in the Product Agreement (the "**Minimum Term**") and thereafter until the Product Agreement is terminated. The Product Agreement may be terminated by either party for convenience on at 90 days' written notice to the other party, subject to paragraph 2.2 below.
 - 2.2 **Early Termination:** If the Customer wishes to terminate this Product Agreement prior to the end of the Minimum Term, Arrow reserves the right to invoice the Customer an early termination charge equating to the Charges for the Hosted Telephony Services that would otherwise have been payable up to the end of the Minimum Term. Outside the Minimum Term, 90 days' written notice will need to be served to terminate the agreement.
 - 2.3 **Equipment:** All descriptions, drawings and particulars relating to the Equipment to be provided under this Product Agreement, whether in catalogues, brochures, leaflets or other documents, are for illustrative purposes only and do not form part of the Agreement. All representations as to the performance of the Equipment are based on information provided by the Manufacturer and relate to their performance in normal conditions and when used correctly.
 - 2.4 **Rental Agreements:** Under Arrow's rental agreements, the Equipment does not become the Customer's property and the Customer must not sell it or move it without Arrow's permission. The Customer will be responsible for the Equipment and must keep it insured for its full replacement value and must return it to Arrow at the end of the Product Agreement complete and in good working order.
 - 2.5 **Current Supplier:** On signature of the Product Agreement, Arrow will facilitate the provision of the Hosted Telephony Services, subject to a site survey at Arrow's discretion. Arrow is not liable for any termination fees payable by the Customer to their current supplier, regardless of whether this is in lieu of a notice period or for any other reason.
 - 2.6 **Delivery and Performance:** The Customer accepts that Arrow is dependent upon the manufacture and supply of Equipment and Software by third parties and therefore all times or dates given for delivery of the Equipment and/or Software and for performance of the Services are intended to be estimates and shall not be made essence of any contract. If no dates are specified then delivery shall be within a reasonable time.

Arrow shall not be liable for any non-delivery of Equipment and/or Software unless written notice is given by the Customer to Arrow within 10 days of the date when the Equipment and/or Software would in the ordinary course of events have been received.
3. **Access:** The Customer shall provide Arrow and its subcontractors, at no charge, with such space and electrical power as is reasonably required by Arrow.
 - 3.1 The Customer shall prepare the area of delivery and installation of the Equipment and/or Software and allow and facilitate for Arrow and its subcontractors such access to the Customer's premises as is appropriate and necessary for the initial installation of the Equipment and from time to time thereafter to ensure the efficient operation of the Hosted Telephony Service. Such access may include the provision of remote access as required via dial-in or VPN to perform remote installation.
 - 3.2 **System Installation:** Arrow cannot guarantee how any Equipment, System or Services supplied will work with other equipment, systems or processes already used by the Customer unless a written specification of requirement is included in the Product Agreement.

On termination for any reason, Arrow shall not be liable for any charges to reprogram the Customer's equipment for subsequent services, and shall be entitled to charge the Customer for any such work carried out by Arrow in accordance with paragraph 3.3 below.

- 3.3 **Additional Work & Modifications:** All adjustments, repairs, replacements and work other than that provided for in the Product Agreement will be charged at the rates of Arrow at the time the work is undertaken. Arrow will quote separately for any modifications, additions to, or overhauls requested by the Customer.
- 3.4 **Replacement Parts:** Where a replacement part is supplied to the Equipment, the part removed shall become the property of Arrow.
4. **Exclusions:** Any services or materials required as a result of faulty cables or attachments of other equipment, are not included in the Charges for this Product Agreement and any such services or materials will be charged to the Customer at Arrow's current rates.

5. **Modifications:** The Customer is responsible for: -

(a) ensuring that only materials or supplies approved or supplied by Arrow are used in conjunction with the System; and

(b) ensuring that Arrow is notified in writing wherever any Equipment has been moved to a new location. The maintenance charges may be increased if Arrow has no suitable engineering facilities within 50 miles of the new location.

Arrow will not accept responsibility for any malfunction of the Hosted Telephone System which is deemed to have resulted from maintenance, alteration or repair to the Hosted Telephone System, unless this was carried out by Arrow or persons authorised by Arrow. If this condition is not observed then Arrow may either terminate the Product Agreement without liability or restore the Hosted Telephone System at the cost and expense of the Customer.

6. **User awareness:** By purchasing the Service the Customer confirms that it shall have responsibility to make available to Users of the Hosted Telephone System alternative means of accessing emergency call services in circumstances where these are unavailable through the Hosted Telephone System, and to inform or otherwise make Users aware of the Hosted Telephony Services purchased by the Customer and of the possible limitations of the Hosted Telephony Services.

7. **Changes to the Agreement for Consumers:** The provisions of this paragraph 7 apply where the Customer is entering into the Product Agreement as a Consumer, this being an organisation of 10 employees or less where this paragraph 7 applies, the following changes shall be deemed to have been made to the Terms and Conditions:

7.1 The definitions of "Customer Group", "User" and "User Details" shall be deleted, and Clauses 2.6, 4.10 and 13.3 shall not apply. This clause will only apply where the Consumer consists of an individual entering into the Product Agreement in a personal capacity and is purchasing the Services for his or her own personal use, and in no other circumstances.

7.2 Clause 3.3 shall be replaced with the following:

"3.3 Time of supply: The desired commencement date for the supply or completion of any Services or the delivery of any Equipment is the date (if any) specified in the relevant Product Agreement (or Purchase Order, as the case may be). Arrow shall use its reasonable endeavours to supply the Equipment ordered by the desired commencement date. The Customer acknowledges that the supply of Equipment is subject to availability."

7.3 Clause 12.1 shall be replaced with the following:

"12.1 Data Protection: The Customer hereby consents to the use by Arrow of such personal data as the Customer provides to Arrow, for the purposes of (i) administering this Agreement (including where relevant the passing of personal data, including any relevant Number, to Arrow's subcontractors for the purposes of providing support), and (ii) sending marketing communications to the Customer in relation to new products or services that Arrow may provide in future. Arrow will use such information in accordance with its Data Protection Policy (a copy of which is available on request)."

7.4 Clause 14.1 shall be replaced with the following:

"14.1 Limitation of Liability: Neither party limits its Liability (i) for death or personal injury caused by its negligence, (ii) for fraud, or (iii) to the extent that such Liability cannot be excluded or limited by applicable law, including any statutory rights that the Customer may have as a consumer."

7.5 The following sentence shall be added to the end of Clause 13.2:

"Save as set out above, Arrow shall use its reasonable endeavours to provide the Services with reasonable skill and care and in accordance with terms of the relevant Product Agreement."

7.6 "Clauses 14.3 and 14.4 shall be replaced with the following:

"14.3 **Other liability:** Subject to Clauses 14.1, 14.2 and 14.4, Arrow's aggregate Liability under or in connection with any Product Agreement in any Year shall not exceed the Charges paid or payable under such Product Agreement in such Year.

14.4 **Third parties:** Subject to Clause 14.1, in no circumstance will Arrow be liable to any party other than the Customer, nor shall Arrow be liable for any Losses suffered by any third party."

The Customer has the right to cancel a Product Agreement within 14 days of signature without giving any reason, except where the provision of the Service has been fully performed by Arrow. Additionally the Customer has the right to cancel any item of hardware ordered through Arrow within 14 days of receipt of the item. Arrow reserves the right to recover such costs, up to the total value of the item in question, that may have been incurred through the value of the goods having been diminished as a result of handling by the Customer.

7.7 Clause 4.3 shall be replaced with the following:

“4.3 Price Changes: Arrow will use its reasonable endeavours to ensure that the Charges remain

competitive and reflect any increase in business volume. Arrow may change the Charges to reflect any increase in the amount it is charged by the relevant Infrastructure Provider by giving the Customer a minimum of 30 calendar days written notice and such price change shall become effective from the first day of the next calendar month following the expiry of such 30 day notice period. Where there has been an increase in the Customer’s fixed recurring charges the Customer may exit the contract without penalty. Where there has been an increase in the Call charges only the Customer may request (in respect of the Services where the increase has occurred) that the Charges for the provision of those Services are reviewed. This request must be made within 14 calendar days of the Customer being given notice of the changes to the Charges. Arrow will have no obligation to alter such charges unless it is practical to do so.