

SoW Appendix

CCaaS & ASSOCIATED SERVICES; CONTRACT DATES, CO-TERM & INVOICING

If this SoW Appendix conflicts with the remainder of the SoW, the SoW shall prevail to the extent of such conflict only.

This Appendix applies to the following product sets:

- CCaaS
- UCaaS
- Voice Connect Services
- Site Connect Services

Definitions

- 1.1 CCaaS Go-Live / In Production Date (also known as the "Go-Live Date") = the end of the Ramp Period or the date of the Customer's first production agent on the CCaaS solution, whichever happens sooner
- 1.2 CCaaS Service Start Date = the end of the Ramp Period or the Go-Live Date of the CCaaS service, whichever is sooner
- 1.3 Commissioned Date = the date on which IPI completes the configuration, installation and testing of the IPI elements of the service
- 1.4 Contract Start Date = date of last contract signature i.e. the date by which both parties have signed the contract
- 1.5 Customer = the relevant legal entity entering into an agreement with IPI
- 1.6 IPI = IP Integration Limited, also known as the "Supplier"
- 1.7 Primary Contract Term = Ramp Period plus the primary period (typically 36 months)
 - 1.7.1 A typical primary term for Genesys Cloud CCaaS will therefore be 40 months from the Contract Start Date – the 4-month Ramp Period plus 36 months
 - 1.7.2 A typical primary term for ECX CCaaS will therefore be 39 months from the Contract Start Date – the 3-month Ramp Period plus 36 months
- 1.8 Ramp Period = the period allowed for the implementation of the CCaaS solution. Ramp periods may vary, but are typically as follows:
 - 1.8.1 Genesys Cloud CCaaS – 4 months
 - 1.8.2 ECX CCaaS – 3 months
- 1.9 Service Start Date = the date on which a particular service commences and / or is available for Customer use
- 1.10 SoW = the Statement of Work, the first of which is usually included in Schedule 1 of the agreement between IPI and the Customer
- 1.11 Start of Ramp Period = Contract Start Date

2 Co-Termination

- 2.1 Co-termination of all services / sub-contracts with the primary CCaaS contract term is the desired state, but may not always be possible
- 2.2 IPI will not be able to co-terminate the following services / sub-contracts:
 - 2.2.1 IPI Connectivity Services – see paragraph 5
 - 2.2.2 Microsoft licences

3 Invoicing

3.1 ECX CCaaS / Genesys Cloud CCaaS

3.1.1 Annual In Advance

- 3.1.1.1 IPI will invoice the Customer for the CCaaS licences at the start of the Ramp Period. The invoice will cover the Ramp Period plus the first 12 months of CCaaS licencing
- 3.1.1.2 Thereafter, IPI will invoice the Customer for the CCaaS licences on a 12 month in advance basis until the end of the Primary Contract Term

3.1.2 Monthly In Advance

- 3.1.2.1 IPI will invoice the Customer for the CCaaS licences towards the end of the Ramp Period. The invoice will cover the first month of CCaaS licencing
- 3.1.2.2 Thereafter, IPI will invoice the Customer for the CCaaS licences on a monthly in advance basis until the end of the Primary Contract Term

3.2 Other Services

3.2.1 Other Services constitutes the following:

- 3.2.1.1 IPI's Voice and Connectivity Services – see paragraphs 4 and 5 for details of these services
- 3.2.1.2 Services other than Genesys Cloud CCaaS, ECX CCaaS, IPI's Voice and Connectivity Services that are delivered directly to the Customer by IPI
- 3.2.1.3 Services other than Genesys Cloud CCaaS, ECX CCaaS, IPI's Voice and Connectivity Services that are delivered on behalf of IPI to the Customer by an IPI sub-contractor

3.2.2 IPI Delivered Services Starting At or Before End of Ramp Period (Recurring)

- 3.2.2.1 IPI will invoice the Customer for IPI delivered services (including Managed Services) from the earlier of the following:
 - 3.2.2.1.1 The end of the Ramp Period; or
 - 3.2.2.1.2 The Service Start Date. The charge will be calculated on a pro rata basis to the end of the Ramp Period

3.2.3 IPI Delivered Services Starting At or Before End of Ramp Period (Non-Recurring)

- 3.2.3.1 In respect of IPI's non-recurring charges for professional services aka implementation services, unless otherwise agreed in the SoW:
 - 3.2.3.1.1 IPI will invoice the Customer 50% on signature of the relevant SoW, 35% on hand-over for UAT (user acceptance testing), 15% on completion of 'ready for service' of the final site (without prejudice to paragraph 3.2.3.1.2)

3.2.3.1.2 If delivery is delayed due to the acts or omissions of the Customer or its other suppliers, IPI shall have the right to invoice the Customer for all outstanding non-recurring charges from 4 months after the Contract Start Date

3.2.4 Sub-contractor Delivered Services Starting At or Before End of Ramp Period

3.2.4.1 IPI will invoice the Customer for services delivered by an IPI sub-contractor from the date from which IPI starts paying the sub-contractor for the service

3.2.5 IPI or Sub-contractor Delivered Services Starting After End of Ramp Period

3.2.5.1 All services added after the end of the Ramp Period will be invoiced from the go-live of the service or the date that the Sub-contractor provider specifies

4 IPI Voice Services – Invoicing and End Date

4.1 VoiceConnect - SIP Channels and DDIs

4.1.1 Annual And Monthly in Advance (Rentals) – Invoicing for each voice service component will commence from and including the Commissioned Date for the relevant component.

4.1.2 Annual In Advance (Rentals) – Where annual in advance recurring billing is required, IPI and the Customer will agree and document in the SoW a clear approach to the “ramp” period (if any). For example, in the first months of the contract the number of channels and/or DDIs may increase due to a phased migration. If this is the case a billing profile will need to be agreed in advance based on the projected migration. This could result in additional / revised billing should there be any changes or delays to the migration plan. This may result in a lower first year bill or a separate bill for any ramp period agreed. In the absence of a billing profile to this effect being stated in the SoW, then all annual in advance (rentals) billing shall be as set out in paragraph 4.1.1.

4.1.3 Monthly In Advance (Rentals) – The value and frequency of invoicing may increase during the initial system ramp period as channels / DDIs are commissioned.

For example: a customer contracts for 100 channels, however in month 1 only 10 channels are required for testing purposes. In month 2 the requirement increases to 50 channels and by the end of month 3 all 100 channels have been commissioned. IPI will invoice to reflect the commissioning profile.

In addition, ported in DDIs may be split over several months due to porting lead-times or migration strategy.

4.1.4 Outbound Minutes (Usage):

4.1.4.1 Where specified in the SoW any bundles in respect of outbound calling are addressed at paragraphs 4.1.1 to 4.1.3 (where applicable).

4.1.4.2 For the avoidance of doubt, where charges are expressed as being ‘bundle’ or ‘minimum commitment’ or similar, if actual usage by the Customer is below the monthly allowance, then the Customer shall not be entitled to a refund, nor shall the Customer be entitled to “roll over” any amounts from month to month.

4.1.4.3 Outbound calls outside, or in excess, of any contracted bundle will be billed monthly in arrears. As such the Customer may receive a bill post contract end for any usage accrued.

4.1.5 End Date – The end date for the VoiceConnect services will be co-terminated with the Primary Contract Term.

4.2 VoiceConnect - NGN / Inbound

4.2.1 Monthly In Advance (Rentals) – Recurring billing (in respect of rentals) will commence from and including the Commissioned Date. The value and frequency of invoicing may increase during the initial system ramp period as NGNs are brought into service.

For example: a customer contracts for 100 NGNs however in month 1 only 10 NGNs are required for testing purposes. In month 2 the requirement increases to 50 NGNs and by the end of month 3 all 100 NGNs have been commissioned. IPI will invoice to reflect the commissioning profile.

In addition, ported in NGNs may be split over several months due to porting lead-times or migration strategy.

4.2.2 For the avoidance of doubt, where charges are expressed as being 'bundle' or 'minimum commitment' or similar, if actual usage by the Customer is below the monthly allowance, then the Customer shall not be entitled to a refund, nor shall the Customer be entitled to "roll over" any amounts from month to month.

4.2.3 Inbound Minutes (Usage) – Inbound calls outside, or in excess, of any contracted bundle will be billed monthly in arrears. As such the Customer may receive a bill post contract end for any usage accrued.

4.2.4 End Date – The end date for the NGN/Inbound services will be co-terminated with the Primary Contract Term.

4.3 Voice Services Non-Recurring Charges

4.3.1.1 In respect of IPI's non-recurring charges for professional services, hardware or other one-off costs in relation to voice services, unless otherwise agreed in the SoW:

4.3.1.1.1 IPI will invoice the Customer 50% on signature of the relevant SoW, and 50% on or after the Commissioned Date for the relevant component

4.3.1.1.2 If the Commissioned Date is delayed due to the acts or omissions of the Customer or its other suppliers, IPI shall have the right to invoice the Customer for all outstanding non-recurring charges from 4 months after the Contract Start Date

5 IPI Connectivity Services – Invoicing and End Date

5.1 SiteConnect (WAN, Internet, SDWAN, Connectivity)

5.1.1 Installation Note:

When providing connectivity to a Customer's premise or datacentre IPI is reliant on third-party providers for the 'last mile' circuit (the physical and logical connection from the IPI network to the Customer's premise or datacentre).

5.1.2 Non-Recurring Charges – IPI will invoice any installation or hardware fees (where applicable) on or after the Commissioned Date.

5.1.3 Annual and Monthly in Advance – Recurring billing will commence from and including the Commissioned Date.

5.1.4 End Date – The end date for the SiteConnect service will be determined from the Commissioned Date + the contracted term. Where multiple SiteConnect circuits are commissioned, the overall end date will be determined when the last circuit is commissioned + the contracted term.

- 6 The Supplier shall not increase the rates set out in the SoW in respect of SIP tariffs / NGN tariffs / call traffic during the term of the SoW, except for: a) as may be directly required pursuant to an applicable regulatory change, which impacts the agreed pricing; and / or b) where there is an increase in the Supplier's direct costs of supply in respect of its rates. In respect of any changes under this SoW to pricing pursuant to this paragraph, the Supplier shall give the Customer as much prior notice in writing as reasonably practicable, and shall increase prices by the monetary increase it receives from its suppliers (where reasonable evidence of such shall be provided by the Supplier to the Customer on request).

7 Additional Services

If the Customer consumes additional services (IPI or third party) outside the scope of the SOW, IPI will charge for those services in accordance with published list pricing plus VAT.

8 Usage Charges

The Customer is responsible for all usage charges it incurs (including if the Customer directly consumes services outside the scope of this SoW, but which are charged to the Supplier by the applicable vendor). This includes, but is not limited to, consumption of services over and above the fair usage allowances, multimedia and messaging services, AI services, and third-party app foundry partner applications. These shall be charged at the current Genesys or third party's published RRP, plus VAT, at point of billing, unless the Customer has signed up to a prior committed rate and period for the service. This applies at all times during the Primary Contract Term, including any Ramp Period.

9 Charges beyond the Primary Contract Term

Customers should be aware that on expiry of an IPI or sub-contractor service, the price charged by IPI to Customer to renew / extend that service may increase. IPI will endeavour to determine at the outset if a renewal will be subject to a price rise and, if so, by how much

On expiry of the Initial Term, the services shall automatically renew thereafter for successive 12-month periods (each a "Renewal Term") unless or until terminated by either party giving not less than 3 months' notice in writing, such notice to expire at the end of the Initial Term or any Renewal Term. The SoW Charges applicable for any Renewal Term shall also be subject to the provisions described at clause 9 of the Agreement, unless otherwise agreed between the parties.

10 Service Credits

Service credits shall be calculated against the relevant SOW Charges (for example, service credits in respect of the ElasticCX CCaaS Services shall be calculated against committed monthly Recurring Charges for ElasticCX CCaaS Services only, unless stated otherwise in the applicable service description or SOW).