OPUS

Service Specific Terms

1 SIP Trunking/Toll Fraud - Fraud Management System (FMS)

1.1 FMS service is designed to minimise end user exposure to SIP trunking/toll fraud. FMS forms part of the Underlying Supplier's SIP Trunking Service and will be provided for the duration of the SIP Trunking Service. FMS is to cover the Customer against any fraudulent activity on the Underlying Supplier network, at the prevailing rate and charged per active telephone/bearer number. FMS sets a daily spend limit and is a rolling 24-hour aggregation of call charges across all channels per active telephone/bearer number. The 24-hour clock will re-set if the threshold is breached and subsequently has blocking removed by the Underlying Supplier.

1.2 An Underlying Supplier's FMS service does not cover the Customer against use of the Underlying Supplier's service to break onto another network to commit toll fraud.

1.3 Network call diverts are excluded from the FMS service and do not form part of the aggregated call spend. Charges for all network call diverts and associated calls will be chargeable in all circumstances.

1.4 Opus reserves the right to withhold crediting in instances of multiple fraud management barring events on the same telephone/bearer number.

1.5 The Underlying Supplier providing FMS will only waive charges for calls that breach the configured threshold where they can be shown to be fraudulent.

1.6 The Customer acknowledges that it is their responsibility to ensure that any hardware or software connected to the Services (save as expressly provided in the relevant Order) is set up to prevent fraud as contemplated by paragraph 1.1.

1.7 This section sets out Opus's exclusive obligations relating to toll fraud and fraud management. The Customer is responsible for selecting and implementing their own measures to prevent fraud.

2 Changes and Network Freeze

2.1 Opus reserves the right, at any time, to make any modification, change or addition to, or replacement of, any Service (or part thereof) or the Opus Equipment where this is required to conform with applicable Laws.

2.2 Subject to paragraph 2.1, any changes required or requested by either Party for any reason shall be dealt with by signed amendment to the original scope or High-Level Design Project Plan together with re-signing any associated documents and/or additional Orders (where applicable).

2.3 Opus and its Underlying Suppliers, in accordance with best industry practice, operate a two-week network freeze during late December and/or early January, and consequently no Connectivity Services can be handed over or changes effected to existing Connectivity Services during this period, and lead-times are automatically extended accordingly. For the avoidance of doubt, existing Connectivity Services will continue to be provided and supported as usual during the network freeze.

3 Network charges and bundle definitions (where applicable)

3.1 Local and national calls are numbers beginning with 01, 02 and 03 only. Mobile calls are numbers beginning with 07. Opus bundles which include mobile calls only include calls to the mobile network operators O2, Vodafone, EE and 3 (Three). Calls to other mobile network operators, unless specified otherwise on the Order, will be charged at Opus standard tariff prices. The duration of all chargeable calls will be rounded up to sixty seconds and billed in sixty second increments. There is a 10p minimum Charge on all chargeable calls.

3.2 Network Service Assurance will be applied to the Customer's account as standard to cover the Customer against any unplanned engineer and time related charges that occur on that specific active number/reference. Network Service Assurance is charged at the prevailing rate per active telephone/bearer number. Whilst strongly recommended, this Service is optional. To confirm opt-out the Customer must notify the Opus billing department by email (Billing@opustech.co.uk) which will be provisioned by Opus on acceptance; upon opt-out, the Customer agrees to accept full liability for any instances of engineer and time related charges for which there is no Network Service Assurance provision. This Service does not cover any pre-arranged works for installations, additional works, moves or shifts and any excess construction charges.

3.3 The Customer acknowledges that the incremental billing of all calls varies depending on the Underlying Supplier providing the service.

3.4 Where any elements of an Order involve transfer/cancellation/port charges to and from the Underlying Supplier to Opus, the Customer will be charged at the prevailing rates.

3.5 The Customer acknowledges that once the contract term has ended, the rolling contract tariff will be applied to all Services and Call Charges.

3.6 Where transfer orders have any associated features or services, e.g. care levels or phone directory entry charges, they will continue to be charged to the Customer by Opus at the standard prevailing rate unless Opus is requested by the Customer to cease the committed service.

3.7 Where the Customer requires a call divert applied to its telephone number(s), Opus reserves the right to charge for this Service at the prevailing rate.

3.8 All call types where prices are not listed on the Order will be charged using Opus standard tariff prices, details of which are available from Opus on request (dependent on the Service). Call types outside of the standard tariff are not stated, as Underlying Supplier rates can be subject to minor fluctuations from time to time and are available upon request at the prevailing rate per instance.

3.9 The Opus 'SIP Superbundle' and 'SIP Superbundle Plus' includes local, national and mobile Call Charges for the term of the Order subject to a fair usage policy of 2,500 local/national minutes and 1,000 mobile minutes per SIP trunk per month. If this fair usage policy is exceeded, the terminating minutes will be charged at the prevailing rate ongoing for the remainder of that billing month.

3.10 The Opus 'Horizon Hosted' and 'Microsoft Teams Direct Routing' bundles each include local/national and mobile minutes for the term of the Order subject to a fair usage policy defined as the total number of calls per user from a SIP endpoint exceeding 2,000 minutes per connection per month to 01/02/03 terminations. In addition, calls to numbers beginning 03 shall not exceed 15% of the total. If this fair usage policy is exceeded, all terminating minutes for calls made in that billing month will be charged at the prevailing rate ongoing for the remainder of that billing month.

3.11 Call bundles for 8x8 are available upon request for international destinations. If the Customer exceeds these 8x8 bundles, the Customer will be charged at the prevailing rate.
3.12 On all broadband connections Care Level 3 will automatically be applied and charged at the prevailing rate.
3.13 The Customer acknowledges that Call Charges are beyond the control of Opus as they are fixed by the Underlying Supplier and therefore may be subject to change at any time.
3.14 Same network migrations will incur a Charge at the prevailing rate.

4 Granular Delegated Admin Permissions – Microsoft Cloud

4.1 Microsoft's granular delegated admin permissions programme (GDAP) allows Microsoft partners such as Opus to request granular delegated admin privileges. GDAP is intended to address customer security concerns by providing Microsoft partners with more granular and time-bound access to the Customer's Microsoft workloads. Where Opus provides Microsoft cloud services to the Customer, the Customer agrees to approve any GDAP request submitted by Opus (such requests being notified to the Customer by Microsoft), including any required renewals, in order that Opus can provide the Services into the Customer's Microsoft cloud tenancy, systems and Azure subscription for the duration of the relevant Agreement and any extensions thereto.

5 Microsoft Licence Terminations – Term Extension & Associated Charges

5.1 The Customer acknowledges that Microsoft licences (where these form part of the Services) are procured by Opus on fixed-term commitments which may extend beyond the then current term of the Customer's Agreement with Opus.
5.2 In such circumstances, where the Customer terminates the Agreement the Customer shall remain liable to pay all Microsoft-related Charges until the next Microsoft renewal or expiry date (including where non-Microsoft elements of the Agreement may already have terminated) unless the referenced Microsoft licence(s) are migrated by the Customer or on behalf of the Customer to an alternative provider.
5.3 The Contract Commencement and Duration terms included in the Contract and incorporated into each Agreement are not modified by this section and shall continue to govern Agreement renewals, and specifically additional periods, as these relate to Customer's Agreements with Opus.

6 Non-recurring Charges

6.1 One-off Charges for Services or Equipment are as detailed in the relevant Order.

7 Recurring Charges

7.1 Monthly/quarterly/annual Charges for Services are as detailed in the relevant Order.

8 Indicator Alerts

8.1 Whilst best endeavours are made by Underlying Suppliers (for example mobile suppliers) to send indicator alerts if any thresholds are exceeded, this is not to be relied upon as they are not real-time and they are only provided on a best-efforts basis. It is the Customer's responsibility to set and monitor consumption of any usage-based charges; examples being mobile calls, text and data usage.

9 IT Fair Use

9.1 Where Opus provides information technology Services to the Customer, the Customer agrees to comply with the Opus IT Fair Use Policy.

10 Service Monitoring

10.1 Opus reserves the right to automatically enrol the Customer into additional ongoing IT security services, for example dark web monitoring, which are provided on an opt-out basis. This Contract applies to such Services; no Order is required.

10.2 If the Customer wishes to opt out of these Services at any time, the Customer should email customerservices@opustech.co.uk and Opus will process the request. Unless stated otherwise by Opus in the Service Description or these Service Specific Terms, Customer's opt-out shall take effect at the end of the month following the month in which their email notification of opt-out is received by Opus (to illustrate: an opt-out received by Opus on any date in June would be effective on 31 July, and Charges for the Service would apply for June and July and then cease).

11 Managed Security Services

11.1 Opus provides a range of managed security services designed to help identify, reduce and monitor security risks across the Customer's technology environment. Where these are subject to an Agreement, Customer acknowledges that these solutions can involve and require access (in some instances deliberately invasive access, e.g. vulnerability testing and/or penetration testing) to Customer's systems and infrastructure. Customer consents to such access. Customer is advised to take appropriate measures to safeguard Customer Content. Customer also acknowledges that these solutions may generate alerts or highlight issues, and where this occurs Opus will notify Customer and may provide guidance or recommended next steps based on the capabilities of the underlying technologies and Opus's role as a managed service provider.

11.2 In certain circumstances, where a risk of further compromise exists, Opus may recommend or action isolating affected Customer infrastructure or systems to prevent potential spread of a security incident, and Customer acknowledges that timely action may be required to enable this, and this can involve some service downtime. Customer further acknowledges that effective security is a shared responsibility, and remediation advice provided by Opus or its Underlying Suppliers and subcontractors must be acted upon promptly to maintain the integrity of Customer's environment.

11.3 Some aspects of Opus managed security services may be delivered by Opus's trusted specialist partners (being Underlying Suppliers or subcontractors), and remediation activity may require their involvement depending on the issue identified. While Opus supplies and manages security services, Opus is not an incident response team; however, in the event of a security breach Opus will assist Customer in identifying and engaging an appropriate incident response partner.

12 Cyber Security Incident Response activities

12.1 Except in relation to cyber security monitoring services where these are supplied by Opus to Customer pursuant to a specific Agreement, Customer is responsible for investigation, remediation and related activities arising from cyber incidents (including suspected incidents) affecting Customer's systems and infrastructure. Opus can provide Customer with initial response suggestions (including connecting Customer with third party incident response specialists), but overall responsibility for cyber incident response activities (including containment, investigation, support, service remediation, restoration and management) rests with Customer or their independently appointed incident response specialists, not Opus.

13 Underlying Suppliers' security and compliance information

13.1 Customer determines its own risk profile and selection of measures to manage their organisational risk. Customer should make their own enquiries and assessment of relevant Underlying Suppliers' security and compliance information (example: SOC 2 reports). Customer is responsible for making their own assessment of such information and their related decision-making. Opus provides no warranty or representation as regards such information, whether express or implied.