

# aztech

# Terms & Conditions

Microsoft Teams Operator Connect Schedule Document | Public

**Schedule: Microsoft Teams Operator Connect Terms and Conditions** 

Aztech IT Solutions Last updated: Sep 2024

#### 1. Terms and Conditions

- 1.1 These terms and conditions apply to the Microsoft Teams Operator Connect service provided by Aztech IT Solutions ("Supplier") to the Customer and are supplemental to the Master Services Agreement (or other relevant contract) between the Supplier and the Customer.
- 1.2 This Schedule is subject to change with one month's written notice. Defined terms not specified here have the meanings given in the Master Services Agreement.
- 1.3 Supply of the Operator Connect service is subject to both this Schedule and Gamma's Operator Connect service terms, which are incorporated by reference.

#### 2. Service Overview

- 2.1 The Microsoft Teams Operator Connect service enables PSTN calling functionality within Microsoft Teams, utilising Gamma's voice infrastructure and direct integration into Microsoft 365 via certified SBCs.
- 2.2 Each Customer Tenant will be assigned a dedicated Endpoint and Sub-Domain to route calls via Gamma's network.
- 2.3 The Supplier is responsible for the configuration, provisioning, and first-line support. Gamma remains responsible for the underlying voice infrastructure.

### 3. Charges and Payment

- 3.1 Charges are invoiced monthly in advance for User Subscriptions and in arrears for call usage.
- 3.2 The number of User Subscriptions will be determined based on the greater of:
  - Active Microsoft Phone System licences,
  - · Teams Admin Centre records,
  - Or other Gamma-validated methods.
- 3.3 Subscription increases will be pro-rated within the month. Reductions will apply from the next billing cycle.
- 3.4 Inclusive minutes per User Subscription:
  - 2,000 minutes/month to UK 01/02/03 numbers.
  - Additional 2,000 minutes/month to UK mobiles if a 3-year minimum term is agreed.
- 3.5 Calls to non-geographic numbers (e.g. 084, 087) and premium rate numbers (e.g. 09) are not included in the inclusive minutes and will be charged at standard Operator Connect tariff rates.
- 3.6 Overages are charged at Aztech's standard Operator Connect rate card.
- 3.7 Early termination fees may apply for 3-year term contracts, based on the higher of:
  - Active User Subscriptions before termination,
  - Or 50% of the highest quantity of User Subscriptions previously billed.

#### 4. Service Provision and Use

- 4.1 The Operator Connect service is non-transferable and must only be used by the assigned Customer. Aggregation across multiple customers is prohibited.
- 4.2 Customers must provide accurate Emergency Services Address Information for each End User.
- 4.3 Emergency 999/112 calls are supported but rely on internet connectivity. Customers are advised to use PSTN or mobile in the event of a connectivity outage.
- 4.4 Caller Line Identification (CLI) must match numbers assigned by Gamma or authorised numbers with written consent from the number owner.
- 4.5 The Supplier reserves the right to suspend services for breaches, including misuse of CLIs or failure to maintain valid emergency service details.

#### 5. Term and Termination

- 5.1 This Agreement is legally binding from the date of signature. The initial service term shall commence on the date the services go live and shall continue for a period of twelve (12) months, unless a different term is stated on the service order form.
- 5.2 Upon expiry of the initial term, the Agreement shall automatically renew for successive terms equal to the initial term, unless either party provides at least ninety (90) days' written notice prior to the end of the current term.
- 5.3 Early termination penalties apply as outlined in Section 3.7.

## 6. Warranties and Liability

- 6.1 The Supplier warrants that it is authorised to provide access to Operator Connect via Gamma.
- 6.2 Except as expressly provided, all implied warranties are excluded to the extent permitted by law.
- 6.3 The Supplier's liability is limited to the monthly charges paid in the 30 days preceding the incident.

#### 7. Data and Confidentiality

- 7.1 Customers retain ownership of their data. The Supplier acts as a processor only for the provisioning of Operator Connect.
- 7.2 Confidential information shared between the parties shall not be disclosed without written consent unless required by law.

# 8. Support and Service Levels

- 8.1 Aztech will provide support for the Operator Connect service during business hours (Monday to Friday, 8:00 AM 6:00 PM UK time), excluding public holidays.
- 8.2 Aztech targets the following response times:
  - Priority 1 (Critical impact): Response within 30 minutes
  - Priority 2 (High impact): Response within 1 hour
  - Priority 3 (Medium impact): Response within 4 hours
  - **Priority 4 (Low impact)**: Response within 8 business hours

- 8.3 Aztech aims to resolve incidents based on priority and complexity. Estimated resolution times will be communicated following initial triage.
- 8.4 Customers may raise support tickets via the Aztech Service Desk portal, email, or by calling the dedicated support number.

#### 9. General

- 9.1 These terms are governed by English law and subject to the jurisdiction of the English courts.
- 9.2 Notices will be sent to the contact details in the service agreement or as notified in writing.

# 10. Definitions

- Endpoint: A unique configuration used to route voice traffic via Gamma for a Customer Tenant.
- User Subscription: A licenced user enabled for PSTN calling within Microsoft Teams.
- **CLI**: Calling Line Identification.
- **Gamma**: The third-party carrier providing Operator Connect infrastructure.
- Emergency Services Address Information: Location data required for compliant emergency call routing.
- Inclusive Minutes: Predefined monthly minutes per user as part of the service.