

Gamma SIP Trunks for Genesys Cloud - Terms and Conditions

Terms and Conditions

These terms and conditions apply to the 'Gamma SIP Trunks for Genesys Cloud' service and are supplemental to your Supply Agreement with Gamma, whose provisions continue to apply.

In case of a conflict between the Base Supply Agreement and these terms and conditions, the latter will apply.

Defined Terms

Defined terms used that are not defined in these terms and conditions shall have the meanings attributed to them in the Supply Agreement.

"A Number" means the number presented by the calling party on outbound calls.

"AWS Region" means the Amazon Web Services region where the Genesys Cloud organization is deployed.

"DNS" is the unique reference FQDN (Fully Qualified Domain Name) for the AWS region

"Emergency Services Address Information" means the address information pertaining to each End User, provided to Gamma by the Company and relayed by Gamma to the emergency services so that emergency services personnel can ascertain the caller's address in the event of an emergency call failure.

"Gamma" means the Gamma entity as identified in your Supply Agreement.

“Genesys Cloud Organization” means a set of Genesys Cloud products and services, selected by a Genesys Cloud administrator to accommodate its specific requirements.

“Order” means the initial purchase of a SIP Trunk and any in-life moves, adds or changes to that SIP Trunk.

“SIP Channel” means the capacity allocated to support a single telephone call on the SIP Trunk.

“SIP Trunk” means the unique reference given to the instance of the Service and used to identify the Customer in Gamma’s billing and service maintenance Portal screens.

“Supply Agreement” means the electronic communications services agreement, telecommunications services agreement, carrier service agreement, interconnect agreement, bureau billing agreement, or any other such agreement as notified by Gamma as representing your supply agreement with Gamma.

“you” and “your” means you, the Company.

The Service

1.1 The point of connection for the SIP Trunk is the FQDN for the AWS Region which will be notified by Gamma to the Company. Gamma’s responsibility does not extend to the transport between the IP addresses resolved from FQDN for the AWS Region and the End User or to any equipment in operation beyond this point, both of which shall be the responsibility of the Company.

1.2 All Charges due to Gamma for traffic routed via the SIP Trunk to be used with the Service shall be paid in full by the Company by the due date notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of Gamma or its employees acting in the course of their employment or any unauthorised, fraudulent or illegal use attributable to Gamma’s acts or omissions) and whether or not they derive from installation and access arrangements which have been authorised by Gamma.

1.3 Gamma reserves the right to increase the Charges for this service on seven days’ written notice to the Company in the event that any change in applicable law or regulations results in additional costs being incurred by Gamma.

1.4 Each SIP Trunk shall be unique to and used solely by a single Customer. Gamma reserves the right to suspend or terminate any SIP Trunk, on providing 10 Business Days' notice to the Company, where Gamma reasonably believes that multiple Customers have been allocated to a SIP Trunk. Deliberate aggregation of Customers to SIP Trunks is strictly forbidden. In such circumstances, Gamma shall be entitled to retrospectively withdraw any bundled minutes in respect of the SIP Trunk and invoice such minutes at the Company's standard rates from the date of the SIP Trunk's initial activation, limited only by the contractually agreed period over which Gamma may issue backdated invoices.

Number Presentation

2.1 In the event that the Company wishes to present an A Number that is not allocated to their SIP Trunk, the following provisions apply:

2.1.1 The Company must procure that the A Number is of a national significant format, is allocated to the End User and that such End User possesses all necessary permissions in respect of the lines in question.

2.1.2 The Company must procure that where the A Number is not allocated to the End User, it has written consent from the allocated owner for its use as an A Number and that such consent has not been withdrawn.

2.1.3 The Company must procure that under the terms of the CLI code of practice the A Number must be a number that is allocated to a Customer or End User, is in use, connected to a terminal and capable of receiving calls.

2.1.4 The Company acknowledges that Gamma has the right to suspend/withdraw use of the service if it is subsequently found that it is in breach of paragraphs 2.1.1 through 2.1.3 and hereby indemnifies Gamma against any claims arising as a result of any such breach.

2.1.5 The Company shall on reasonable request from Gamma provide all reasonable evidence as Gamma may require so as to audit and monitor the Company's adherence with this paragraph 2.1.

Emergency services 999/112 Responsibilities

3.1 The Service supports 999/112 emergency call services and such calls will be routed to the national emergency call handling agents. However, the Service does not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of End User connectivity to the internet for whatever reason. In such circumstances the End User should use their PSTN line to make the emergency call. Furthermore, it may on occasion not be possible for emergency services personnel to identify the End User's location and telephone number so this information should be stated promptly and clearly by the End User when making such a call.

3.2 The Company shall ensure that Emergency Services Address Information is provided in respect of each in service number.

3.3 The Company agrees to incorporate the above information relating to public emergency call services into its contracts with its Customers. The Company acknowledges that the Service constitutes and must be sold as a private service for use for certain previously identified specific applications which, as regards public emergency call services, confers only limited service at agreed defined locations. It is not and must not be marketed or sold as a full public service.

3.4 The Company agrees to provide to Gamma for each network termination point full details of the End User's name and address (including post code) to enable Gamma to fulfil its obligations under Ofcom regulations to pass such details on to BT.

Billing

4.1 The initial term of each SIP Trunk shall begin on the date it is activated on the Gamma Portal as set out in the Order. On expiry of the initial term the term shall automatically continue for an indefinite period unless terminated by either Gamma or the Company giving to the other at least one calendar month notice in writing.

4.2 Recurring charges are invoiced one month in advance and are dependent upon the quantity of SIP channels on the SIP Trunk. Any increase to the quantity of SIP Channels shall be applied from the date of such increase, with the billing for the month amended pro-rata, whereas any decreases shall take effect in the billing from the first day of the month immediately following the change.

4.3 Charges for Calls made by the SIP Trunk are invoiced monthly in arrears.

4.4 In the event that any SIP Trunk provisioned on an initial term of three (3) years or more is terminated within its initial term, Gamma shall be entitled to invoice the Company, for the remaining initial term at the higher of the quantity of SIP Channels active immediately preceding such termination or fifty percent (50%) of the maximum quantity of SIP Channels invoiced by Gamma to the Company in any month prior to such termination.

Commercial Terms

5.1 The following promotions are available to new SIP Trunks:

5.1.1 Each SIP Channel shall receive up to 2,000 minutes to 01/02/03 destinations inclusive in its monthly subscription price, and the total allocation per SIP Channel shall be aggregated per SIP Trunk. In addition, usage to numbers beginning 03 shall not exceed 15% of the total minutes on that SIP Trunk.

5.1.2 In addition to the free minutes provided under 5.1.1. above, SIP Channels associated to a SIP Trunk purchased on a minimum initial term of three (3) years shall each receive an additional allocation of 2,000 minutes to UK mobiles. For the avoidance of doubt, UK mobiles shall be those defined in Gamma's pricing and dial string documentation as being 'UKN FM%' (where '%' denotes a wildcard).

5.2 In the event that any SIP Trunk exceeds the aggregate amount of inclusive minutes available, Gamma shall be entitled to invoice the Company for the total minutes routed at the Company's standard price for each such destination in accordance with the Company's standard rate card.