Puzzel Terms and Conditions for G-Cloud

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In these Schedules, the following capitalised words/phrases bear the assigned meanings:

"Acceptance"	Occurs when the Customer agrees that Acceptance Testing has completed to the Customer's satisfaction or, the Service is put live i.e. used to communicate with End Users.
"Acceptance Test Specification"	Documents the testing of the Service against the Service Specification, as agreed between the Parties.
"Acceptance Testing"	The execution of the Acceptance Test Specification.
"Agent"	A User who communicates with an End User using the Service.
"Availability"	As set out in Schedule B.
"Customer Equipment"	Any device, technology, software (other than software licenced and provided by Puzzel to Customer) or ancillary facilities the Customer or its End Users may from time to time use to make and/or receive End User Communications
"Customer"	The party with which Puzzel contracts and, where the context permits, its officers, employees, sub-contractors, affiliates, successors and assigns
"Effective Date"	The date from which this Agreement is effective.
"End User"	A person who uses the Puzzel Service from time to time to communicate with the Customer.
"Fault"	A defect or impairment in a Service which causes an interruption in or otherwise affects the provision, use or operation of that Service or causes the Service to fail to meet the Service Level (in whole or in part).
"Fees"	The fees payable by Customer to Puzzel in respect of the Services.

"Initial Service End Date"	The contracted end date of the Service (without any optional renewal).
"Implementation"	The activities of specifying the Service, configuring the Puzzel System, and testing that configuration; as set out in Schedule A.
"Puzzel System"	The system of communications software owned and/or operated by Puzzel and all equipment and the benefit of all licences managed and owned by Puzzel or to which Puzzel is entitled, which enable Puzzel to deliver the Services to the Customer and End Users.
"Maintenance Window"	A period during which the Puzzel System is undergoing Maintenance.
"Maintenance"	As defined in Schedule B.
"Priority"	The classification of a Fault based upon its impact and urgency, as set out in Schedule A.
"Service Credits"	As set out in Schedule B.
"Service Level Agreement"	The service level targets for the operation, maintenance and support of the Services, as set out in Schedule B.
"Service Start Date"	As set out in Schedule A.
"Service Specification"	The document which specifies the Services to be provided, as described in Schedule A.
"Service(s)"	The services provided by Puzzel.
"User"	An individual Customer who uses the Service.
"Working Day"	A weekday (Monday to Friday) excluding public holidays in England.
"Working Hours"	Between 09:00 and 17:00 UK time on a Working Day.

Schedule A IMPLEMENTATION

A.1 The following schematic summarises the major activities and milestones of Implementation prior to Service delivery. It does not indicate the duration of activities.
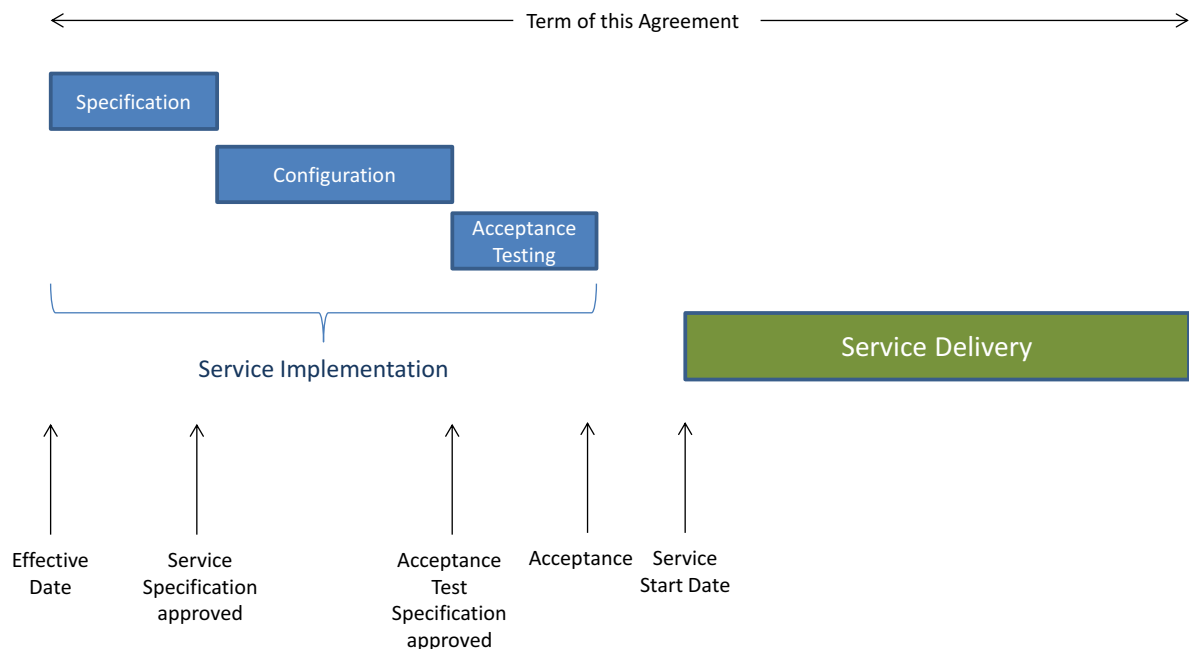
A.2 Puzzel will:

A.2.1 Participate in up to two service workshops to review and agree the Customer's requirements.

A.2.2 Deliver the Service Specification, approved by Puzzel and the Customer, which describes the Services required by the Customer. This includes details of the required call flows.

A.2.3 Deliver the Acceptance Test Specification, which describes the tests of the Service against the Service Specification to be performed as Acceptance Testing.

A.2.4 Configure the Puzzel System to provide the Services described by the Service Specification.

A.2.5 Support Acceptance Testing of the Service.

A.2.6 Provide two days of floor walking by an Puzzel consultant on two Working Days following the Service Start Date.

A.2.7 Provide one delivery of supervisor training in Puzzel, this course lasts for one day.

A.2.8 Provide one day of assistance to supervisors in using Puzzel.

A.3 The Customer will:

A.3.1 Meet the technical requirements which are detailed in *Puzzel - Basic Requirements* by two working days before the start of Acceptance Testing.

A.3.2 Provide staff to attend the service workshop(s) within two weeks of the Effective Date of this Agreement who are empowered and able to define clearly the Customer's requirements for the Service.

A.3.3 Provide a single set of review comments on the Service Specification and the Acceptance Test Specification within four working days of submission by Puzzel of drafts of these documents. Puzzel will address the Customer's review comments in the final version of these documents.

A.3.4 Provide empowered staff to participate in Acceptance Testing, subject to Puzzel providing five working days' notice of the start of such testing or, if required, retesting.

A.4 The Service Start Date is the earliest of:

A.4.1 The date at which the Service is put live (i.e. used to communicate with End Users) in full or in part.

A.4.2 One month after the date at which the Service is Accepted following Acceptance Testing.

A.4.3 Two months after the Effective Date of the agreement, in the event that the Customer fails to meet one or more of the obligations documented in A.3.

A.5 The Service is deemed to be Accepted on the earlier of:

A.5.1 The date on which the Service is Accepted following Acceptance Testing.

A.5.2 The Service Start Date.

Schedule B   SERVICE LEVEL AGREEMENT ("SLA")

B.1   As defined by the following tables, a Fault has an impact and an urgency which together imply the Priority of the Fault which will be determined by Puzzel, acting reasonably.

Impact

Term	Definition
High	The Fault affects either all Agents or all End Users using the Service.
Medium	The Fault affects more than one User or more than one End User using the Service.
Low	Other Faults.

Urgency

Term	Definition
High	The Fault prevents End Users communicating with Agents or with the IVR Service.
Medium	The Fault is time-consuming or costly to work around.
Low	Other Faults.

Priority

Impact \ Urgency	High	Medium	Low
High	1-Urgent	2-Urgent	3-High
Medium	2-Urgent	3-High	4-Normal
Low	3-High	4-Normal	5-High

B.2 The Service is unavailable if there is a 1-Urgent Fault which is not caused by one or more Excusing Causes.

B.3 An "Excusing Cause" is a circumstance outside Puzzel's control including a failure, defect or malfunction of:

- Customer Equipment,
- Internet connectivity from a User to an Puzzel data centre,
- Voice connectivity from the End User to an Puzzel data centre,
- Voice connectivity from an Puzzel data centre to a User,
- Functions or products which involve any form of installation or integration with Customer or 3rd party systems.

B.4 Availability is calculated for any measurement period (being a calendar quarter i.e. January to March, April to June etc) as the percentage of the period which the service is Available (i.e. not unavailable as set out in section 3). For this calculation, the Service is deemed to be Available throughout any Maintenance Window which is Notified at least 24 hours in advance (see section B.B.5.1). The Availability target for the Service is 99.99%.

B.5 Maintenance Windows

B.5.1 Regular Maintenance Windows are normally scheduled on the first and third Tuesday evening of each month, from 20:00 to 02:00 CET. Regular Maintenance Windows may be rescheduled to accommodate public holidays. The schedule for Regular Maintenance Windows for the current year is published at https://help.puzzel.com.

B.5.2 Exceptional Maintenance Windows are scheduled as necessary, and at Puzzel's sole discretion acting reasonably.

B.5.3 Prior to a Maintenance Window Puzzel will, whenever possible

- Notify the Customer of any material impact of the Maintenance upon the Customer,
- if appropriate, give guidance to minimise and mitigate the impact.

B.6 Targets for Faults by Priority are as follows

Priority	Target Hours to Respond to Fault	Target Progress Update Frequency	Target Time to Fix
1-Urgent	1 hour	Every hour	1 hour
2-Urgent	1 hour	Every 4 hours	1 day
3-High	2 Working Hours	Upon Request	2 Working Days

4-Normal	4 Working Hours	Upon Request	5 Working Days
5-Low	8 Working Hours	Upon Request	Undefined

B.6.1   Time to respond is calculated on the basis of Puzzel's service tool; it is the time from the recorded submit time to when the Fault is recorded as in progress.

B.6.2   1-Urgent or 2-Urgent Priority Faults which are reported outside Working Hours must be reported by both phone and in writing by web at https://help.puzzel.com.

B.6.3   The target time to fix Faults may be subject to availability of an appropriate Maintenance Window to deploy the fix.

B.7   To contact Puzzel support by phone at any time, call

- (DK) +45 70 80 70 80
- (UK) +44 333 300 0066
- (SE) +46 (0)8 4000 4000
- (NO) +47 21 89 89 89

Puzzel can also be contacted by web at https://help.puzzel.com

B.8   Faults reported by web should include the following details:

- Customer name and five-digit customer number
- Name, telephone number and email address of the person who reported the Fault
- Fault details e.g. queues, DDIs, callers affected...
- Consequence of the fault
- Time/date of fault
- Attachments e.g. fault log, screen print etc.
- Faults reported by web are not processed or recorded as submitted outside Working Hours.

B.9   Change Requests

B.9.1   All requests for change must be submitted in writing including:

- Customer name and five-digit number
- Change instructions
- Urgency
- Any requirements for testing the change
- Attachments, for example scripts, .wav files, call flows

B.9.2 Urgent changes request should be followed up with a phone call to Puzzel support.

B.9.3 A change request is small if (in Puzzel's assessment, acting reasonably) it requires no more than two hours of engineering effort or comprises no more than:

- One DDI/Queue/Skill
- Existing position in queue messages applied (up to position 10)
- No agent exit (to existing queue or message)
- One time module
- Queue music
- Four announcements e.g. welcome, closed, queue and emergency message
- Statistics update (DDI number and queue added to existing reports)

B.9.4 Following receipt of a change request, Puzzel will assess the change and inform the Customer whether it agrees to such change and whether the change is 'small' for the purposes of this SLA. Puzzel may, acting reasonably, decline any change request. Reasonable grounds for refusal include where the implementation of the change request is not in accordance with applicable law or is not practicable by virtue of the multi-tenanted nature of the Puzzel System.

B.9.5 The targets for completion of a small change request are:

Urgency	Target
Standard Change	Completed within 5 Working Days
Quick Change	Completed within 3 Working Days
1 Day Change	Commenced within 1 Working Day
Urgent Change	Commenced within 1 Working Hour

B.9.6 Targets for completion of change requests which are not small are available on request from Puzzel.

B.10 Service Credits

B.10.1 Availability is calculated (as described above) with a measurement period of a calendar quarter i.e. Jan to March, April to June etc. The

percentage Service Credit for the calendar quarter is defined by the following table:

Availability	Service Credit
Lower than 97%	25%
Lower than 99%	10%
Lower than 99.9%	5%
Lower than 99.99%	1%

B.10.2   The Service Credit is a percentage of the quarterly (i.e. aggregate over three months) collar monthly licence prices for the Service (which excludes traffic and other charges which are not monthly recurring).

B.10.3   A Service Credit must be claimed by the Customer within three weeks of the end of the calendar quarter to which it applies, and will be credited by Puzzel against the following month's invoice