

Arrow – TalkDesk Terms and Conditions

Any references to the **TalkDesk** platform in this document refer to the Customer's CCaaS Platform (being the hosted contact centre platform). The Customer Product Agreement, these terms and conditions and the TalkDesk Terms and Conditions at <https://www.talkdesk.com/terms-of-service/> shall constitute the entire agreement in respect of the services and the Customer agrees that it shall have read and understood the TalkDesk Terms and Conditions at <https://www.talkdesk.com/terms-of-service/>. In the event of a conflict between such documents, the terms shall prevail in the following order: Product Agreement which incorporates the Arrow standard terms and conditions and product schedule, these Terms and Conditions and the TalkDesk Terms and Conditions. In the event of any inconsistency in relation to specific terms such as duration, number of licences, termination or other key commercial provisions in the Product Agreement, the Product Agreement shall prevail over all other terms. In the event of any inconsistency in relation to specific terms such as duration, number of licences, termination or other key commercial provisions in the Product Agreement, the Product Agreement shall prevail over all other terms.

All call charges, unless otherwise stated, are calculated as per the TalkDesk rate card which is available upon request. Call charges are on a per minute basis and are then rounded up to the nearest penny. All charged calls will attract a minimum call charge of 1p at all times.

All tariffing and number of licences (and any add ons as relevant) stated within the Product Agreement are to remain activated for the full duration of the Product Agreement. All pricing is based on a minimum 36-month contract term and Arrow shall commence the invoicing to the Customer upon the Customer account being created and activated by TalkDesk. Arrow shall notify the Customer of such activation as part of the initial project call and the Customer acknowledges that such activation date may be prior to the go-live date,

The Customer acknowledges that it may attain additional licences above the minimum quantity set out in the original Product Agreement, however, should the Customer choose to terminate such additional licences at any time during the term of the Product Agreement, it must:

1. provide at least 90 days' written notice to Arrow;
2. there will be no pro-rated monthly charges for such terminated licences and full monthly charges will be payable; and
3. the number of licences cannot be decreased below the fixed minimum quantity set out in the original Product Agreement at any time during the term of the Product Agreement.

The Customer acknowledges and agrees that:

- Licences and add-ons may be subject to additional surcharges and set up costs; these are set out in the TalkDesk rate card;
- It is not possible to combine certain licence types and add-on services;
- Some licence types and add-on services are subject to minimum quantities as set out in the Product Agreement;
- Some licence types and add-on services may be subject to their own 36-month contract term as set out in the TalkDesk Product Agreement;
- The quantity of some add-ons will need to correlate with the core TalkDesk licences as set out in the Product Agreement.

Arrow will require 90 days' written notice to terminate the contract at the end of the initial contract period as set out in our standard Terms and Conditions. If no notice is given then the contract will automatically renew under the same terms and duration as the initial agreement.

Existing DDI number ranges or individual numbers can be ported to Arrow provided that a porting agreement is in place between the network operators involved. Where it is not possible to port numbers or should any delays in porting occur, Arrow accepts no liability for these instances. There is no limit to the number of DDI number ranges or individual numbers that can be ported. The Customer is liable for any connection and rental charges associated with the early provision of this or any other service as well as any additional porting charges that are incurred as part of the porting process. All additional porting charges will be charged as per the Arrow Standard Price List.

There will be no pro-rated monthly charges for any numbers ported onto the TalkDesk platform or purchased from TalkDesk. Numbers can be purchased at any point during the contract term but must remain activated for the remainder of the duration of the Product Agreement.