

Terms of Service

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Preface

Omni Intelligence (OI) is a Cloud Platform which provides its subscribers with several services that help improve Contact Center productivity. The OI services are aimed at different aspects of Contact Center operation and are priced using multiple commercial models.

All OI services fall into one of the two categories:

- Contact Center Operations (OP)
- Monitoring & Performance Testing (MPT)

Each of the categories has its own pricing model. However, both models share a common ground as they both make provision for some kind of subscription with several inclusions as well as on-demand overages.

Terms & Conditions provided in this guide are applicable to both, OP and MPT models unless it is stated otherwise explicitly.

Data Retention Policy

Depending on the service, Omni Intelligence will store various information that is valuable to subscribers either short-term or long-term. This information includes (but is not limited to):

- Real-time Analytics
- Historical Reports (such as Call-Detail-Records)
- IVR Maps
- Autodiscover Logs
- Execution Logs
- Audio recordings

Regardless of whether the data is useful short- or long-term, Omni Intelligence will retain the data for a limited duration depending on the type of subscription. *Table 1* provides details on data retention duration for each type of subscription.

Subscription Type	Data Retention Duration
On-Demand - no monthly payment	3 months from the last login date

Trial Contracts (only for OP model)	On-Demand policy applies at the end of trial
Paid Subscriptions – monthly payments	On-Demand policy applies at the end of subscription
Paid Subscriptions with On-Demand overages	On-Demand policy applies at the end of subscription

Table 1

UNPAID ACCOUNT ASSETS POLICY

- Load generators, trunks and connectors are kept as long as organisation remains active
- Organisations with no recorded logins for more than 6 months are considered inactive and deleted

DATA RETENTION NOTIFICATION

- All organisation admins will receive a notification email 1 month before either data deletion or account closure

On-Demand Service

Omni Intelligence offers On-Demand payment model for some of the services. The On-Demand model has no monthly commitment and requires a positive account balance prior to rendering any service.

For example, IVR Auto discovery will not proceed unless the organization account balance has the minimum amount based on the service price listed in *Appendix A*.

Under this model all services will charge the organisation account as they are being rendered. As such, if organisation account exhausts funds midway through a service execution, the service will stop until the account is brought back to a positive balance.

Paid Subscription Model

Omni Intelligence offers several payment plans (see *Appendix B*) which include a pre-allocated number of service units and might provide a significant reduction in operational expenditure when using Omni Intelligence services.

The Paid Subscription Model requires customers to commit to a fixed monthly fee paid in advance. In exchange, the customer receives a pre-allocated pool of service units that can be used each month. Refer to *Appendix A* and *Appendix B* for more details on the available plans and their allowances.

Unless explicitly stated in the monthly plan, the unused service units expire at the end of each billing month and are not carried over to the next month.

Overage Charges

Customers on paid subscriptions will incur overage charges if service unit usage exceeds the plan allowance within a billing month. In this event, On-Demand billing will apply for each service unit consumed in excess of the plan allowance (see *Appendix A*).

Overage charges are applied to the organisation account as they occur. In particular, the On-Demand policy is applied to all Overage Charges in that, if the account balance has insufficient funds, services that incur overages will stop. In this case, the services that have not incurred any overage charges will continue their operation as normal.

Usage Credits

Some payment plans may include Usage Credits. In such cases, all unused service units within a billing month are added to the allowance for the next month. However, credit accumulation is done on a limited duration meaning that after this duration, credits will no longer be accumulated.

CREDIT ACCUMULATION POLICY

- Default Credit accumulation policy is up to 3 months
- Credit accumulation beyond 3 months is possible and is arranged on a contractual basis

PSTN Charges

Omni Intelligence services can operate over PSTN – Publicly Switched Telephony network globally. In such cases cost of PSTN calls is always billed in accordance with the “On-Demand” policy. The cost of PSTN trunking depends on the country of termination and is provided in *Appendix A*.

PSTN CHARGES POLICY

- PSTN is always charged according to “On-Demand” policy
- PSTN charges are always billed on top of any existing Paid Subscription Fees

Dedicated Hosting Charges

Omni Intelligence allows to run its services within a dedicated infrastructure for the customers whose security policies require it. In such cases Omni Intelligence will bill for the dedicated hosting infrastructure in accordance with the “On-Demand” policy. Dedicated Hosting Pricing is determined on a case-by-case basis.

Limited Warranty Statement

Omni Intelligence does not warrant that its Services will function to your expectations, or that the operation will be free from errors, or that any errors will be corrected.

Omni Intelligence’s total liability under this policy to you or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this policy, including any data loss, shall be **NIL**. Omni Intelligence shall not be liable for any indirect, incidental, consequential, special, or exemplary damages, or lost profits, even if Omni Intelligence has been advised of the possibility of such damages.

By subscribing to Omni Intelligence for either On-Demand or Paid Subscription Model you accept all its policies and agree to their Terms & Conditions.

Termination of Service

Omni Intelligence does not have any lock-in contracts, even for the Paid Subscription Model. Subscriptions can be terminated at any time by submitting a request to Omni Intelligence support, by cancelling the payment schedule or by delaying a payment for more than 30 calendar days.

In the event of cancellation, Data Retention Policy will apply.

SERVICE TERMINATION POLICY

- On-demand customers – no action required – only data retention policy applies
- Paid subscriptions:
 - By explicit request to support
 - By cancelling payment schedule
 - By delaying payment for 30+ days