onecom

# 3CX Service Terms

## 1. General

These 3CX Service Terms should be read in conjunction with all other terms of the Contract.

## 2. Definitions and interpretation

2.1 Terms defined elsewhere in the Contract shall have the same meaning in these 3CX Service Terms. The following definitions shall also apply.

| | |
|---|---|
| **3CX** | 3CX Limited, a company incorporated in Cyprus, and its affiliates |
| **3CX EULA** | 3CX's end user licence agreement (as updated from time to time) published at https://www.3cx.com/company/eula/ (or such other online address as Onecom notifies the Customer of) |
| **3CX Phone System** | the specific instance of the 3CX Software, including its configuration and associated service packs, as deployed for the Customer |
| **3CX Software** | the telecommunications software products produced and provided by 3CX |
| **3CX Technical Support** | the technical assistance provided by 3CX to Onecom from time to time |
| **Incident** | a support or maintenance requirement or event relating to the Service |
| **IT System** | the Customer's computers, network, software, server instances and any other IT equipment located at the Customer's premises |
| **Planned Maintenance Hours** | the period between 10pm and 6am UK time |
| **Service** | the supply of the 3CX Software, the hosting of the 3CX Phone System and the installation, configuration and support services provided by Onecom in respect of it, as set out in an Order Form |

2.2 The rules of interpretation set out in the General Terms apply to these 3CX Service Terms.

## 3. Service Delivery and Overview

3.1 Onecom shall procure for the Customer a licence to use the 3CX Software. The licence is granted by 3CX (not Onecom) and is subject to the 3CX EULA. It is agreed that the provision of a licence does not constitute a transfer of ownership, intellectual property or other rights in the 3CX Software.

3.2 It is a condition of the Contract that the Customer accepts and complies with the 3CX EULA. The Customer authorises Onecom to accept the 3CX EULA on the Customer's behalf when installing the 3CX Phone System and agrees that it is bound by the 3CX EULA as licensee. The Customer shall ensure that all Users comply with the 3CX EULA and shall notify Onecom immediately if it becomes aware of, or reasonably suspects, any breach of it. The Customer acknowledges that 3CX may suspend or terminate the licence in accordance with the 3CX EULA, in which case Onecom may suspend the affected Service without liability to the Customer.

3.3 Onecom supplies the 3CX Software as a reseller, and the 3CX Software is Third Party Software for the purposes of the Contract. Clause 12 of the Equipment and Software Terms applies to the 3CX Software, save that clause 12.5 of the Equipment and Software Terms shall not apply to the extent that Onecom provides support under these 3CX Service Terms, which shall prevail in that respect.

3.4 The Service shall be delivered and managed remotely unless agreed otherwise by Onecom in writing, and for which additional Charges may apply.

3.5 Onecom shall perform the initial installation and configuration of the 3CX Phone System in accordance with the technical manuals and instructions provided by 3CX.

3.6 The Customer shall not (and shall ensure that no third party shall) alter the configuration of the 3CX Phone System, install any add-on or integration, or move the 3CX Phone System to other hardware or hosting, without Onecom's prior written consent, and shall only use handsets and other equipment supported by 3CX (a list of which is available from Onecom on request). Onecom shall have no responsibility for any Incident arising from a breach of this clause, and any work required to remedy it shall be chargeable at Onecom's then current rates.

3.7 If 3CX ceases to supply the 3CX Software or any related service to Onecom (or to any member of Onecom's group through which Onecom procures it), or withdraws, suspends or restricts Onecom's authorisation to resell or support the 3CX Software, Onecom may suspend and/or terminate the affected Service on such notice as is reasonably practicable in the circumstances, without liability to the Customer.

**4. Hosting and Data**

4.1 Unless the Order Form specifies otherwise, Onecom shall host the 3CX Phone System on cloud infrastructure provided by a Third Party Service Provider selected by Onecom. Onecom may change the Third Party Service Provider or the hosting location from time to time.

4.2 Where the Order Form specifies (including by reference to the product ordered) that the 3CX Phone System is to be hosted by or on behalf of the Customer, the Customer shall provide, secure and maintain the hosting environment in accordance with 3CX's minimum requirements and Onecom's reasonable instructions and shall give Onecom such remote access as Onecom requires to install, update and support the 3CX Phone System. Onecom shall have no responsibility for the availability, security, performance or backup of that hosting environment or of any data stored in it.

4.3 Where the Order Form specifies (including by reference to the product ordered) that the 3CX Phone System is to be hosted by 3CX, the hosting is provided by 3CX under the 3CX EULA and any other terms that 3CX applies to its hosted service, Onecom shall have no responsibility for it, and the Customer is responsible for assessing whether 3CX's hosted service meets any regulatory requirements that apply to the Customer.

4.4 The provisions of these 3CX Service Terms relating to Onecom's hosting, backups, retention and deletion of data apply only where Onecom hosts the 3CX Phone System.

4.5 Onecom takes backups of the 3CX Phone System in accordance with its standard practice from time to time. Backups are taken for Onecom's disaster recovery purposes only and are retained for a limited period, and the Customer is responsible for exporting and retaining its own copies of any data it requires.

4.6 Call recordings and voicemail stored on the 3CX Phone System are retained for 30 days, or such longer period as is specified in the Order Form, and are then automatically and permanently deleted. The Customer may set a shorter retention period, but may not extend the retention period except by purchasing an extended retention period. The Customer is responsible for exporting any call recordings or voicemail it wishes to keep beyond the retention period, and for ensuring that its

recording and retention of calls complies with Applicable Law (including by giving any notices required to callers and Users).

4.7 Onecom does not give any commitment as to the availability of the Service. Any availability or uptime figure stated in the Order Form, in any proposal or solution document or elsewhere is a design objective only and does not constitute a service level or form part of Onecom's obligations, unless the Order Form expressly states that it is a service level.

## 5. Minimum Term

5.1 The Minimum Term applies to each 3CX licence.

5.2 The Minimum Term for the Service shall be as specified in the Order Form.

5.3 Any additional licenses purchased during the initial Minimum Term shall run coterminous with the existing Minimum Term, unless specified otherwise in an Order Form

5.4 Onecom purchases 3CX licences from 3CX in advance for a fixed term. 3CX licences are non-refundable and cannot be transferred, and the Termination Charges payable on termination of the Service shall include the cost to Onecom of the unexpired term of any 3CX licence procured for the Customer.

5.5 Subject to clause 3.7, Onecom shall procure and renew 3CX licences so that the Customer has a licence to use the 3CX Software for so long as the Service is provided, and Onecom may determine the term of each 3CX licence it procures. If, on any purchase or renewal, 3CX changes or withdraws the licence type, edition, term or commitment level used for the Service, Onecom may procure the nearest equivalent licence that 3CX makes available.

5.6 The Charges for the Service, including any combined charge under clause 7.1, may be amended in accordance with clauses 8.9 and 8.10 of the General Terms. The Charges reflect costs that Onecom incurs with Third Party Service Providers, including 3CX, the provider of the hosting and any network or carrier provider, and any increase in the cost to Onecom of any component of the Service is an increase to which clause 8.10.2(b) of the General Terms applies, including where: (a) 3CX increases the price of a 3CX licence or of its renewal; (b) a commitment-based, term-based or promotional discount from 3CX expires, is withdrawn or is not available when a 3CX licence is purchased or renewed; or (c) Onecom procures an equivalent licence under clause 5.5. Where an increase relates to a component of a combined charge, Onecom may increase the combined charge by the amount of that increase and is not required to identify the price of each component. Nothing in these 3CX Service Terms limits clauses 8.9 or 8.10 of the General Terms.

5.7 The Customer's right to use the 3CX Software ends on termination or expiry of the Service. On written request received from the Customer before the date of termination or expiry, Onecom shall provide the Customer with a copy of the configuration of the 3CX Phone System and of any call recordings and voicemail then stored on it, for which Onecom may charge at its then current rates. Onecom may decommission the 3CX Phone System and permanently delete all data stored on it at any time from 30 days after the date of termination or expiry, and shall have no liability to the Customer for doing so.

## 6. Customer Obligations

6.1 The Customer shall:

6.1.1 provide accurate and up-to-date end-user details (including company name and address) to enable Onecom to register the 3CX subscriptions as required by 3CX, and acknowledges that Onecom will provide such details to 3CX;

6.1.2 permit Onecom to keep the 3CX Phone System on the latest software version and service

pack released by 3CX, and to apply updates at such times as Onecom may determine (giving notice where reasonably practicable). Where the Customer prevents, or asks Onecom to defer or reverse, an update, Onecom may suspend support for the 3CX Phone System, the Incident Response Time Targets shall not apply, any remedial work shall be chargeable at Onecom's then current rates, and Onecom shall have no liability for any resulting instability, security vulnerability or loss of functionality;

6.1.3 coordinate all support requests through Onecom as the first point of contact and not seek support directly from 3CX;

6.1.4 comply with the 3CX support procedures notified to it by Onecom from time to time and provide Onecom (and, where Onecom escalates an Incident, 3CX) with such access, logs and other information as is reasonably required to diagnose and resolve the Incident, and consents to Onecom sharing such information (including configuration and diagnostic data) with 3CX for that purpose;

6.1.5 keep all credentials for the 3CX Phone System secure, including by using strong and unique passwords for all extensions, softphones and administrative accounts, enabling two-factor authentication, restricting international and premium rate dialling where not required, and configuring its network in accordance with Onecom's instructions and any security advice issued by Onecom or 3CX, and acknowledges that it controls the call types its Users may dial and its two-factor authentication settings and is responsible for the consequences of the settings it chooses, and comply with any change to these requirements that Onecom notifies to the Customer from time to time (including where Onecom or 3CX replaces a security measure, such as two-factor authentication, with an alternative);

6.1.6 ensure that its internal network or internet connection is configured to support the Services and meets the minimum requirements as communicated to the Customer by Onecom from time to time;

6.1.7 ensure that it has all rights necessary to allow Onecom Personnel to interface with the IT System to the extent required by Onecom in order to implement and deliver the Services;

6.1.8 authorise Onecom Personnel to deal with its third-party suppliers on its behalf to the extent required by Onecom in order to implement and deliver the Services and ensure that such third party suppliers reasonably co-operate with Onecom Personnel in respect of the same.

## 7. Voice Services

7.1 Any numbers, SIP channels, inclusive call minutes or other voice services used with the Service do not form part of the Service and shall be provided under the SIP Service Terms (or such other Product Terms as are specified in the Order Form), including where they are shown on the Order Form at no charge or are included within a combined charge for the Service. Where a combined charge applies, the Order Form shall specify each component included in it, including the 3CX licence edition, the number of simultaneous calls, the hosting, the number of SIP channels, the number of DDIs and any inclusive call minutes. Any voice service or other component provided to the Customer that is not specified in the Order Form as included in the combined charge shall be chargeable at the rates set out in the Order Form or, where none are set out, the Price Guide. Any inclusive call minutes are subject to the allowances, fair use provisions and out-of-allowance charges (which are Variable Charges) set out in the SIP Service Terms and the Price Guide. The Customer acknowledges that the ability to make calls, including calls to the emergency services, depends on those voice services and on the availability and correct configuration of the 3CX Phone System, and that the emergency services provisions of the applicable Product Terms apply.

## 8. Service support

8.1 Onecom shall provide first line support for the Service, which comprises:

8.1.1 acting as the Customer's first point of contact for all queries and Incidents relating to the Service;

8.1.2 actioning routine change requests reasonably made by the Customer in respect of the 3CX Phone System (such as adding, removing or amending users, extensions, call flows and hunt groups), provided that Onecom may charge at its then current rates for change requests that it reasonably considers excessive in number or complexity;

8.1.3 investigating and carrying out an initial assessment of each Incident reported, and resolving operational issues where reasonably possible; and

8.1.4 where an Incident cannot be resolved at first line, escalating it to Onecom's engineers and, where Onecom reasonably believes the Incident is caused by a defect in the 3CX Software, to 3CX Technical Support.

8.2 First line support is available during Business Hours, save that Priority 1 and Priority 2 Incidents may be logged at any time in accordance with clause 9.1.1. The following are outside the scope of first line support and, where Onecom agrees to provide them, shall be chargeable at Onecom's then current rates: (a) training; (b) change requests other than those described above; (c) new integrations, custom configuration or development work; (d) Incidents caused by the Customer's equipment, network, internet connection or third party services, or by any breach of the Contract by the Customer; (e) support for handsets or other equipment not supplied by Onecom; and (f) attendance at any Site.

8.3 Escalation by Onecom to 3CX Technical Support is at Onecom's discretion and subject to 3CX's support procedures and availability, and Onecom shall have no liability for any failure or delay by 3CX in providing technical support, fixes or updates.

8.4 The Customer acknowledges that 3CX reserves the right to amend the terms on which it supplies and supports the 3CX Software at its discretion and without prior notice.

## 9. Service management

9.1 Reporting an Incident

9.1.1 Priority 1 and Priority 2 Incidents (as described in the table at clause 9.2) must be logged via telephone call only and can be logged seven days a week, 24 hours a day (including bank holidays).

9.1.2 Priority 3 and Priority 4 Incidents (as described in the table at clause 9.2) may be logged by telephone, on OneCloud or via email during Business Hours.

9.1.3 When the Customer is reporting an Incident, it shall provide to Onecom as much information as is reasonably available in the circumstances including but not limited to the following:

(a) the reporter's name and telephone number;

(b) the affected Site (including postcode);

(c) Incident description, including the time the Incident occurred, any error messages received and any action taken to diagnose or resolve any fault before reporting the Incident; and

(d) such other information, assistance, data and other access to information or to the Site as are reasonably necessary to assist Onecom in responding to the relevant Incident.

9.2 Incident Priority

Onecom shall, at its discretion, categorise an Incident in line with the following criteria. Onecom's categorisation shall be final.

| Priority Level Description | Example |
|---|---|
| **Priority 1**<br><br>Total loss of functionality of the Service. All Users are impacted. | Service is completely unavailable for use by the Customer |
| **Priority 2**<br><br>A substantial impact/degradation of the Customers use of the Service | Partial outage, intermittent or unstable connection |
| **Priority 3**<br><br>Impact on the quality of the Service | Component failure or functional loss resulting in limitation to Customer's operations. Moderate limited impact to the Customer's business operations |
| **Priority 4**<br><br>Incident affecting a single User | An Incident impacting a single User or a problem where assistance is required to aid trouble shooting |

9.3 Incident Response Time Targets

9.3.1 Onecom shall use reasonable endeavours to respond to all reported Incidents within the following Incident response time targets from the reporting of any Incident:

| Incident Priority | Incident Response Time Target |
|---|---|
| Priority 1 | 4 Business Hours |
| Priority 2 | 6 Business Hours |
| Priority 3 | 8 Business Hours |
| Priority 4 | 12 Business Hours |

9.3.2 An initial response by Onecom to an Incident shall include an acknowledgement of the Incident and may include a request for other information reasonably required by Onecom in order to progress the response to an Incident. The Incident Response Time Targets relate to Onecom's initial response only and are not targets for the resolution of any Incident.

## 10. Exclusions

10.1 Onecom shall not be required to meet the Incident Response Time Targets in respect of any Incident, or any unavailability, suspension or termination of the Services:

10.1.1 that results from scheduled downtime and/or maintenance (planned or emergency), whether or not during Planned Maintenance Hours;

10.1.2 arising from Onecom's suspension and/or termination of the Service in accordance with the Contract;

10.1.3 caused by a Force Majeure Event;

10.1.4 that results from any acts or omissions of the Customer;

10.1.5 that results from the 3CX Phone System not running the latest software version or service pack released by 3CX where the Customer has prevented, or asked Onecom to defer or reverse, the update;

10.1.6 that results from any change to the configuration of the 3CX Phone System not made or approved by Onecom, or from the use of any hardware or handset not supported by 3CX;

10.1.7 that results from any defect in the 3CX Software, any failure of third party cloud infrastructure on which the 3CX Phone System is hosted or of any hosting environment provided by or on behalf of the Customer, or any unavailability of 3CX Technical Support;

10.1.8 that results from the expiry, suspension or termination of the Customer's licence under the 3CX EULA;

10.1.9 that results from the Customer's equipment, software or other technology and/or third-party equipment, software or other technology; or

10.1.10 related to any other service provided by Onecom (whether or not distinct service levels may apply to such service).

## 11. Fraud

11.1 In the event the Customer becomes aware of, or reasonably suspects, fraudulent use of the Services, it shall immediately:

11.1.1 stop using the impacted Services; and

11.1.2 notify Onecom.

11.2 The Customer acknowledges and agrees that:

11.2.1 Onecom does not provide or warrant any prevention of fraudulent use of the Services;

11.2.2 in the event of any actual, alleged or suspected fraudulent use of the Services:

(a) Onecom shall have no liability to the Customer; and

(b) Onecom's sole obligation to the Customer is to (at the Customer's cost):

(i) reasonably cooperate with the Customer upon request; and

(ii) provide reasonable assistance to the Customer with the prevention of any fraudulent use of the Services reported to Onecom;

11.2.3 it shall remain solely responsible for all expenses and liabilities, including usage charges (whether incurred under these 3CX Service Terms or any other Product Terms), relating to the fraudulent use of the Services.

11.3 Without prejudice to clause 11.2, Onecom reserves the right to block any actual, alleged or suspected fraudulent use of the Services without prior notice.

## 12. Intellectual Property

12.1 Customer acknowledges 3CX's copyright in all 3CX Software and products. The Customer shall notify Onecom immediately if it becomes aware of any infringement of such copyright.

12.2 Any use of 3CX trademarks by the Customer must be expressly authorised in writing by 3CX. The use of 3CX trademarks in URLs or website-related metadata is strictly prohibited. Any permitted use shall cease immediately on termination of the Service.

12.3 No licence keys designated by 3CX as "Not for Resale" or "NFR" are provided to the Customer under the Contract. The Customer shall not sell, distribute or use any NFR licence key.

12.4 Any proof of concept or trial licence key provided to the Customer is provided for evaluation purposes only, for such period as Onecom specifies, is subject to the 3CX EULA and may be withdrawn by Onecom or 3CX at any time without liability to the Customer.

12.5 The Customer shall not copy, modify, reverse engineer, decompile, sub-license, rent or otherwise deal with the 3CX Software except as expressly permitted by the 3CX EULA, and shall not use the 3CX Software beyond the scope of the licence purchased (including the licensed edition and number of simultaneous calls).

## 13. Disclaimer

13.1 The 3CX Software is provided on an "as is" and "as available" basis and without warranty of any kind, express or implied, including but not limited to, the implied warranties of satisfactory quality, uninterrupted or error-free, fitness for a particular purpose, any warranties implied by any course of performance or usage of trade, or that the 3CX Software will meet the Customer's requirements, all of which are expressly disclaimed.

13.2 Onecom additionally disclaims all warranties related to third-party providers and the Customer acknowledges, understands and agrees that Onecom exercises no control over, and disclaims any responsibility for, the accuracy and quality of any information transmitted via the internet or a telecommunications provider network by or on behalf of the Customer with the use of any account and/or the Services.

13.3 Onecom reserves the right to modify the Service or these Service Terms to reflect changes imposed by 3CX. Where 3CX gives Onecom less notice of a change than the Contract would otherwise require, the change may take effect on such shorter notice as is reasonably practicable.

## 14. Planned and Emergency Maintenance

14.1 Planned outages may be required for scheduled maintenance and upgrade activities. Onecom will use reasonable endeavours to effect such outages during Planned Maintenance Hours and, where possible, give the Customer at least five Business Days' advance notice of any planned maintenance.

14.2 It may be necessary, from time to time, to carry out emergency maintenance to the Services to maintain appropriate levels of service quality. Onecom will use reasonable endeavours to inform the Customer of the likely disruption period at the earliest opportunity.

14.3 Emergency maintenance shall, wherever possible, take place within the Planned Maintenance Hours and be notified to the Customer as soon as practical. The Customer acknowledges that it may not be possible to provide the Customer with advance notification of emergency maintenance.

14.4 The notice commitments in this clause do not apply to updates, maintenance or other changes implemented by 3CX or by any Third Party Service Provider hosting the 3CX Phone System, which may take place without notice to Onecom or the Customer.

14.5 Onecom may, at its discretion and on the Customer’s request, carry out planned maintenance or upgrades at times requested by the Customer (including outside Planned Maintenance Hours or over more than one night), and may charge for doing so at its then current rates.