Managed 3CX

Service Schedule

PortPhones

1. ADDITIONAL DEFINITIONS

"Critical Issue" means, for this Service, a total failure of the System such that the Customer cannot make or receive calls.

"Licence" means the 3CX software licence, at the edition and Simultaneous Call (SC) tier set out in the Order, procured and maintained by the Provider with 3CX Ltd on the Customer's behalf for the term, and subject to 3CX Ltd's own end-user licence terms.

"System" means the Customer's 3CX PBX, hosted by the Provider on its infrastructure within the United Kingdom, or, where the Order specifies self-hosting, on infrastructure operated by the Customer.

"Emergency Call" means a call to 999 or 112.

"Registered Emergency Address" means the physical address registered against a particular telephone number, which is used to route an Emergency Call made from that number and to identify the caller's location to the emergency services.

"Go-Live Date" means, for this Service and in place of the definition in the Standard Terms:

(a) where the Order names any of the Customer's telephone numbers to be ported, the day on which the first of them ports to the Provider, on whichever port order it is; or

(b) where the Order names none, or every port order named in it is withdrawn without completing, the date on which the Provider confirms in writing that the Service is available for the Customer's production use;

and in either case no later than 60 days after the Effective Date. A number the Provider supplied for a trial is not a port. The Provider shall confirm the Go-Live Date to the Customer in writing.

2. SERVICES PROVIDED

The Provider shall:

(a) **Provision and host:** install, configure, and host the System on the Provider's infrastructure within the United Kingdom (or, where the Order specifies self-hosting, configure the System on the Customer's own infrastructure).

(b) **Licence:** procure and maintain the Licence for the term.

(c) **Number porting and configuration:** port in the Customer's telephone number(s) (where applicable) and configure extensions, call routing, voicemail, and other call-handling agreed with the Customer.

(d) **Support** the Service in accordance with Section 4 of the Standard Terms.

(e) **Maintain** the System, including applying 3CX software updates and monitoring for faults.

2.1 Scope

For the avoidance of doubt, the Service is provisioned for:

(a) **Edition and tier:** the 3CX edition and SC tier set out in the Order.

(b) **Extensions:** the number of extensions set out in the Order.

(c) **Features:** those included in 3CX's own feature set for the edition set out in the Order (for example, call recording and deep CRM integrations require the PRO edition or higher, and call transcription requires the AI edition or higher). The Provider does not warrant features not included in the Customer's edition.

2.2 Call recording and transcription

Where the Order includes call recording, the following apply.

(a) **Transcription sends call audio outside the System.** Where the Order includes transcription, a recording is transmitted to the third-party AI transcription provider identified in clause 11.3, which processes it outside the System and **may process it outside the United Kingdom**. Recording itself does not involve that provider: a call that is recorded but not transcribed stays on the System.

(b) **Retention.** Audio is retained for **12 months** and then deleted, unless the Order states a different period. Transcripts, where the Order includes transcription, are retained until the Customer asks for them to be deleted or this Schedule terminates.

(c) **Telling people they are being recorded is the Customer's responsibility.** The Customer is the controller of its own call recordings. It is for the Customer to make all reasonable efforts to inform every party to a recorded call that the call is being recorded, and to identify the business purpose relied on, as required by the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 and applicable data protection law. The Provider will configure an announcement on the Customer's request but does not decide whether one is required.

(d) **Card details are the Customer's responsibility too.** Where the Customer takes payment card details by telephone, it is for the Customer to ensure that its handling of them complies with the Payment Card Industry Data Security Standard and applicable law, including whether recording is paused or disabled for those calls. The Provider will configure recording as the Customer directs but does not decide what the Customer's obligations require.

3. EQUIPMENT

Where the Order includes it, Purchased Equipment for this Service is any handset, headset, or other physical equipment sold to the Customer, governed by clause 3.3 of the Standard Terms (title and risk, recovery before title passes, warranty, and on-site delivery and setup).

4. FEE BASIS AND CALL ALLOWANCE

4.1 Basis of the recurring fee

For the purposes of clause 5.6 of the Standard Terms, the basis of this Service's recurring fee is the Customer's call volume and number of extensions. The recurring fee covers the Licence, hosting, monitoring, maintenance, and support.

4.2 Inclusive calls

The recurring fee stated in the Order includes, in each calendar month:

(a) **All inbound calls, without limit,** to any telephone number provided or ported by the Provider under this Schedule.

(b) **Transcription, where the Order includes it,** of recorded calls across both inbound and outbound directions, **with no monthly limit on the minutes transcribed**.

Transcription is included in the recurring fee and is not charged per user.

(c) **The outbound allowance stated in the Order,** being a number of minutes of outbound calls to United Kingdom geographic (01, 02 and 03) and United Kingdom mobile numbers. **The allowance applies across the whole System, not per simultaneous call, per extension or per user,** and it makes no distinction between geographic and mobile destinations.

The outbound allowance in this clause is a monthly pool. It resets on the first day of each calendar month and unused minutes do not carry forward. Where the Service starts or ends part way through a month, the allowance is pro-rated to the number of days the Service was live.

4.3 Calls outside the allowance

Outbound calls to the destinations in clause 4.2(c) that exceed the allowance are charged at the per-minute rate stated in the Order, billed monthly in arrears with the following month's recurring fee. Calls are measured in whole seconds and billed to the nearest penny; there is no minimum call charge and no connection charge.

The Provider shall notify the Customer when usage in a month reaches 70% of the allowance, and again when it reaches 100%. **The Provider shall not suspend, bar or degrade the Service on account of usage exceeding the allowance**, and shall not exercise any right of suspension under the Standard Terms for that reason alone. This clause does not restrict the Provider's right to suspend under clause 6.5 of the Standard Terms where it reasonably believes that an extension or credential has been compromised, or that use of the Service is unlawful or fraudulent.

4.4 Destinations outside the allowance

The allowance and the rate in clause 4.3 do not apply to calls to international destinations, premium rate services, personal numbering (070) or other special services. **Calls to those destinations are barred by default.** The Provider shall enable them only on the Customer's written request, and shall provide the applicable rates before doing so; once enabled, such calls are charged at the rates so provided.

Emergency Calls under Section 6 are never barred under this clause and are never charged.

4.5 Review of usage, the allowance and the fee

For this Service, the initial review in clause 5.6 of the Standard Terms, and the 15% threshold in clause 5.4 that applies to it, do not apply; this clause applies in their place. **The anniversary review in clause 5.6, and the renewal pricing in clause 5.4, continue to apply.**

The Provider shall review the Customer's actual usage between 30 and 60 days after the last of the port orders named in the Order has completed or been withdrawn or, where the Order names no numbers to be ported, after the Go-Live Date, and shall report the result to the Customer. **That review covers outbound and inbound usage, and is carried out whether or not the allowance and the recurring fee in the Order were set from measured call volume.**

If actual usage differs materially from the basis on which the Order was priced, either Party may, within 30 days of that report, require the allowance, the recurring fee, or both, to be adjusted to match measured usage. **The recurring fee may be adjusted on measured inbound volume whether or not the outbound allowance changes**, and nothing in this clause makes inbound calls chargeable per minute: they remain included without limit under clause 4.2(a).

An adjustment under this clause may reduce the allowance or the fee as well as increase them. **The Customer may instead terminate this Service on 30 days' written notice, without penalty and without any early termination charge**, if it does not accept an increase proposed by the Provider. **Clause 6.8 of the Standard Terms applies to a termination under this clause**, so the Customer reimburses the unamortised balance of the Licence and any other non-refundable cost the Provider committed for the term, but pays no sum under clause 6.2.

4.6 Porting charges and go-live

(a) Where the Order charges for number porting, the charge for each port order is invoiced on or after the day that port completes. Each port completed by the time the Provider issues the first invoice under clause 5.2 of the Standard Terms is charged on that invoice.

(b) The Go-Live Date does not wait for later ports. The recurring fee, the outbound allowance and the Initial Term all run from the Go-Live Date, whether or not the Customer's other numbers have moved.

(c) A port order that never completes carries no porting charge. A port order that is rejected and then resubmitted is charged once, when it completes.

5. ADDITIONAL SERVICE LEVELS

In addition to Section 4 of the Standard Terms, availability under clause 4.2 excludes downtime in the Customer's internet connection, network, or equipment, and downtime or changes in the SIP trunk or telephone number carrier used for the Service, including the Provider's own SIP trunk supplier (see clauses 7.2 and 7.3 below).

6. EMERGENCY CALLING (999 AND 112)

The Customer must read this Section and bring it to the attention of every person who will use the Service before they do so. *Emergency Calls made from the System do not work in the same way as Emergency Calls made from a traditional telephone line, and there are circumstances in which they will not work at all.*

6.1 How Emergency Calls differ from a traditional line

Emergency Calls from the System are carried over the Customer's internet connection and the Provider's carrier, not over a traditional wireline or mobile telephone service. An Emergency Call is delivered first to a central emergency call handling centre, which transfers it to the appropriate emergency service on the basis of the **Registered Emergency Address** held against the telephone number used. The emergency services are therefore directed to the Registered Emergency Address, **not** to the caller's actual physical location at the time of the call.

6.2 Registered Emergency Address

(a) **Availability:** Emergency Calling is available for a telephone number only once a Registered Emergency Address for that number has been accepted and registered in the carrier's central address database. Until that has happened, Emergency Calls from that number will not be available.

(b) **Customer to supply:** the Customer shall provide, for each telephone number and each site, a complete and accurate address, including sufficient detail to enable the emergency services to locate a caller (for example the floor, unit, or suite in a multi-storey or multi-occupancy building).

(c) **Keeping it current:** the Customer shall notify the Provider promptly of any change affecting a Registered Emergency Address, including moving premises, opening or closing a site, and reassigning a number between sites. The Provider shall register and maintain addresses as notified to it, but **accuracy and currency of the address remain the Customer's responsibility**.

6.3 Users away from the registered address

Where a user makes an Emergency Call using a softphone, mobile application, or handset from anywhere other than the site to which their number's Registered Emergency Address relates, including from home, another site, or while travelling, the emergency services will still be directed to the Registered Emergency Address. **Users working away from the registered site should call 999 or 112 from a mobile telephone instead.**

6.4 Circumstances in which Emergency Calling will not work

Emergency Calling may be unavailable where there is: (a) a power failure or loss of internet connectivity at the site; (b) a failure, malfunction, or incompatibility of the Customer's equipment, software, or services; (c) a fault or outage in a third-party telecommunications network; (d) a routing failure after the call has left the Provider's carrier's network; or (e) suspension of the Service. **The Customer shall ensure that an alternative means of contacting the emergency services, such as a mobile telephone, is available at each site**, and shall inform its users accordingly.

6.5 Further Customer obligations

(a) **Inform users:** bring the whole of this Section to the attention of every user of the Service, and of the difference between Emergency Calls made using the Service and those made over a traditional wireline or mobile telephone service, before they use the Service.

(b) **Do not block:** not block, and ensure its users do not block, the telephone numbers used with the Service on any device used to make Emergency Calls.

(c) **Remain reachable:** keep those numbers configured to receive inbound calls, so that the emergency call handling centre and the emergency services are able to call back.

(d) **Caller ID:** not change, and not request the Provider to change, an extension's outbound caller identity to a telephone number that was not provided by the Provider for use with the Service. Doing so may disable Emergency Calling for that extension without further warning.

6.6 Liability

Subject to clause 10.4 of the Standard Terms (which sets out the liability the Provider does not exclude), and to the maximum extent permitted by law, the Provider is not liable for any failure or misrouting of an Emergency Call to the extent it arises from: (a) a Registered Emergency Address that is inaccurate, incomplete, or out of date, or a change the Customer did not notify; (b) an Emergency Call made from a location other than the site to which the Registered Emergency Address relates; (c) a breach by the Customer of clause 6.5; or (d) any circumstance listed in clause 6.4.

7. THIRD-PARTY DEPENDENCIES

7.1 Dependence on 3CX Ltd

The System runs on 3CX's proprietary software, licensed from 3CX Ltd under 3CX's own end-user terms. The Provider does not control, and cannot guarantee, the availability, functionality, or continued licensing terms of 3CX's software. If 3CX Ltd materially changes or withdraws the licensed edition, the Provider shall use reasonable endeavours to adapt or migrate the System; where this requires substantial additional work beyond routine maintenance, clause 3.2 of the Standard Terms applies.

7.2 Number porting and carriers

Number porting and ongoing call delivery depend on third-party carriers (including the Customer's existing telecoms provider, Openreach, and the Provider's own SIP trunk supplier), whose timelines and service the Provider does not control. The Provider shall use **reasonable endeavours** to meet any target porting or go-live date set out in the Order, but does not warrant delivery by that date to the extent delay is caused by a third-party carrier.

7.3 Customer's own network and equipment

The quality of the Service depends on the Customer's own internet connection and any handsets, softphones, or other equipment not supplied by the Provider. The Provider is not in breach of the Agreement, and is not liable, to the extent an issue is caused by the Customer's own network or equipment.

7.4 Transcription is a beta service

3CX describes its AI Transcription as a **beta service** at the date of this Schedule. Where the Order includes transcription, the Provider does not warrant its accuracy, availability, or continuation. If 3CX materially changes, degrades, or withdraws it such that transcription cannot be provided, or can no longer be provided on a commercially reasonable basis, either Party may terminate the transcription element of this Service on written notice, and the Provider shall refund any recurring fees paid in advance for that element for the period after termination. The remainder of the Service is unaffected.

7.5 If the Service cannot be provided

(a) **Technical feasibility.** The Service depends on the Customer's sites, internet connectivity, and network being capable of carrying it to a standard reasonably sufficient for usable telephony. If, having used reasonable endeavours, the Provider reasonably and in good faith determines that they are not, whether discovered before Go-Live or in production, the Provider may terminate this Service, and (if before Go-Live) this Agreement as to this Service, on written notice with no liability on either party. No Charges are payable for a Service that has not gone live, no sum is payable under clause 6.2 of the Standard Terms, and any Charges paid in advance for the period after termination are refunded.

(b) **Loss of an upstream supply.** If 3CX Ltd or the Provider's SIP carrier terminates, withdraws, or materially restricts the Provider's ability to supply the Service, and the Provider cannot obtain an equivalent arrangement on commercially reasonable terms, either Party may terminate this Service on written notice on the same basis. The Provider shall give the Customer as much notice as it reasonably can, and shall cooperate on transition under Section 10.

8. CUSTOMER OBLIGATIONS

In addition to Section 7 of the Standard Terms, the Customer shall:

(a) **Access:** except where the Provider hosts the System (in which case the Provider already holds the necessary access), provide the Provider with the administrator access it reasonably requires to configure and support the System.

(b) **User and extension data:** provide accurate user, extension, and contact information for configuration.

(c) **Own network and equipment:** maintain adequate internet connectivity and any handsets, softphones, or other equipment used to access the System that are not supplied by the Provider, which remain the Customer's responsibility.

(d) **Emergency Calling:** comply with Section 6, including providing and keeping current an accurate Registered Emergency Address for each telephone number and site, and informing its users of the matters set out in that Section.

(e) **Licence compliance:** where the Provider does not host the System, permit the Provider, on reasonable notice, the access it reasonably requires to verify that use of the System is within the edition and SC tier set out in the Order. The Provider procures the Licence in its own name on the Customer's behalf and is answerable to 3CX Ltd for use that exceeds it.

9. INTELLECTUAL PROPERTY

For the purposes of clause 11.1 of the Standard Terms, the relevant third-party software is 3CX, owned by 3CX Ltd. Nothing in the Agreement transfers ownership of, or grants any right in, 3CX's software beyond the Licence, which is subject to 3CX Ltd's own end-user licence terms. Ownership of any Purchased Equipment is dealt with in Section 3, not this Section.

10. TERMINATION – TRANSITION PARTICULARS

For the purposes of clause 6.4(a) of the Standard Terms, transition of this Service includes exporting the Customer's configuration and porting out the Customer's telephone numbers, subject to the Customer paying any third-party porting-out charges. Telephone numbers provided by the Provider are allocated to it under Ofcom's National Telephone Numbering Plan and are not the property of either Party; the Customer's right in them is the right to port them to another provider, which the Provider shall not withhold.

11. DATA PROCESSING PARTICULARS

These particulars apply for the purposes of Section 9 of the Standard Terms.

11.1 Data subjects

(a) The Customer's employees and authorised users of the Service; (b) individuals who call, or are called by, the Customer's users via the System.

11.2 Types of personal data

(a) Telephone numbers of inbound and outbound calls (caller ID and the number called); (b) call metadata (date, time, and duration); (c) call recordings, where the Order includes call recording, comprising the content of the calls recorded and anything a party says during them; (d) transcripts of those recordings, where the Order includes transcription; (e) voicemail messages; (f) extension and user identifiers and associated contact details.

11.3 Sub-processors

SUB-PROCESSOR	PURPOSE
DigitalOcean (UK region), where the Provider hosts the System	Hosting of the System
The Provider's SIP carrier, as notified to the Customer from time to time	SIP trunk / telephone number connectivity, call delivery, and registration of Registered Emergency Addresses
The Provider's transcription provider, as notified to the Customer from time to time	Transcription of call recordings, where the Order includes transcription

For this Service, clause 9.6 of the Standard Terms (processing within the United Kingdom) applies subject to this paragraph. Where a sub-processor above processes personal data outside the United Kingdom, the Customer's agreement to this Schedule is its prior written consent to that processing for the purposes of clause 9.6. The Provider relies on the International Data Transfer Addendum to the EU standard contractual clauses, or another transfer mechanism recognised under applicable data protection law, and will identify the mechanism on request. Call recordings are held on the System and, where the Provider hosts the System, remain within the United Kingdom.

End of Schedule