

onecom

8x8 Service Schedule



1. Service Description

The 8x8 Services may consist of a range of communication software as a servicesolutions for business customers, including: (a) voice over IP cloud services, enablingCustomers to communicate across a range of digital devices to make phone calls,join video conferences, send text messages, manage voicemails, and access theircorporate directory; and (b) cloud-based contact centre services, enabling Customers to set up and operate their contact centres from a range of digital devices, manage call routing and campaigns, and run analytics reports to monitor traffic and agentperformance.

2. Definitions

Terms defined elsewhere in the Contract shall have the same meaning in thisSchedule. The following definitions shall also apply:

8x8	8x8 UK Limited (company number 5083841) whose registered office is at Oxford House, Bell Business Park, Aylesbury, Buckinghamshire HP19 8JR
8x8 Services	the 8x8 Services set out in the Order
8x8 Services	the platform upon which the 8x8 Services are made available
Conference Extensions	conference and other extensions specifically designed for conference or multi-party use
Malicious Code	any virus, worm, time bomb, Trojan horse, malware, spyware, or other harmful code, files, scripts, agents, or programs
Virtual Office	8x8 unified-communications-as-a-service

3. Provision of Services

Onecom shall use reasonable endeavours to ensure the 8x8 Services arereasonably fault free and uninterrupted, but the Customer acknowledges and agrees that:

- 3.1. the 8x8 Services will not be uninterrupted, error-free, or available one hundred percent (100%) of the time (e.g. they may be unavailable during periods of planned or unplanned downtime) and communications may not always be delivered to their intended destination. Onecom and/or 8x8 shall use commercially reasonable efforts to schedule and conduct planned downtime at hours and in a manner reasonably expected to minimise the disruption to the 8x8 Services to the Customer and to notify the Customer at least forty-eight (48) hours in advance of any instance of planned downtime that will last longer than an hour;
- 3.2. a single log-in is provided for each Virtual Office extension and, except with respect to Conference Extensions, such log-in and extension is provided solely for use by a single User;
- 3.3. data transmitted or stored through the 8x8 Services may be exported by a Customer in a variety of ways (including without limitation via third-party integrations, other features that interoperate with third-party offerings, or local or external download);
- 3.4. subject to clause 6 (Data Protection), Onecom shall not be responsible for any such exported data or any loss of such stored data; and
- 3.5. use of 8x8 mobile applications may utilise underlying third-party cellular and/or data services and thus may use such services' allotted units and/or result in usage or other charges associated with such third-party services.

4. Third-Party Offerings

- 4.1. The Customer's relationship and dealings (including without limitation any collection or use of data) with providers of non-Onecom offerings that interoperate with the 8x8 Services (e.g. third-party applications for which 8x8 Services integrations are available) or that are used in connection with the 8x8 Services (e.g. broadband, MPLS, and equipment leasing services) shall in each case, and where relevant, be governed by the Customer's agreement with the applicable provider and shall be outside the scope of the Contract. In no event shall Onecom be liable or responsible:
- 4.1.1. under any such agreement or for any act or omission of any provider or any operation of its offering (e.g. any accessing, modification, or deletion of data), regardless of whether Onecom and/or 8x8 endorses or designates any such offering as "certified," "approved", "recommended," etc.;
 - 4.1.2. for supporting any such third-party offering; or
 - 4.1.3. for ensuring the continued availability or operation of any such offering or any 8x8 Services integrations or other features designed to interoperate with such offering, and any integrations or features may be discontinued at any time.
- 4.1. Onecom shall not be responsible for equipment used by the Customer in connection with the 8x8 Services unless the same is supplied by Onecom under this Order.

5. Customer Obligations

- 5.1. The Customer will:
- 5.1.1. provide any information, access to the Site and other co-operation reasonably required by Onecom in connection with the provision of the 8x8 Services;
 - 5.1.2. use the 8x8 Services (and procure that Users do the same) in accordance with applicable Laws and regulatory obligations and comply with the requirements of all Applicable Law and regulatory obligations in distributing the 8x8 Services to Users, and shall use reasonable endeavours to cooperate and co-ordinate with Onecom in relation to any engagement with regulatory authorities or bodies (including responding to information requests) as reasonably required by Onecom or as required by Applicable Law and (to the extent permitted by law) inform Onecom of any engagement with regulatory authorities in connection with the 8x8 Services;
 - 5.1.3. ensure that it does not use or knowingly permit its Users to use the 8x8 Services:
 - a) for transmission of material which is defamatory, offensive or abusive or of an obscene or menacing character, or materially breaches Applicable Law; or
 - b) in breach of any applicable soliciting or telemarketing laws, and the Customer understands and acknowledges that it is responsible for: (i) ensuring its use of the 8x8 Services complies with all such Applicable Law (such Applicable Law may include, without limitation, Data Protection Legislation (including the prohibition on making unsolicited or direct marketing calls to any subscriber to the Telephone Preference Service), the Communications Act 2003, the Investigatory Powers Act 2016, the Consumer Protection from Unfair Trading Regulations 2008 and Ofcom's policy on silent and abandoned calls); and (ii) maintaining an internal "do not call" list to prevent contacting parties that do not wish to receive further communications from the Customer;
 - c) in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality);
 - d) in a manner which allows third parties to interfere with or corrupt the 8x8 Services and or 8x8 System in any way;
 - e) in a manner that might cause Onecom and/or 8x8 to breach any Applicable Law; or
 - f) in any other way which is in breach of Applicable Law (or places Onecom and/or 8x8 in breach of Applicable Law) or any other provision of this Contract;

- 5.1.4. take reasonable commercial efforts to promptly install all upgrades, bug fixes, patches and other corrections relating to the 8x8 Services that 8x8 or its designee makes available from time to time, and the Customer understands and acknowledges that it assumes all risk in the event it elects not to install any upgrades, bug fixes, patches and other corrections); and
- 5.1.5. ensure that it does not:
 - a) duplicate, modify, alter, add to, reverse engineer, translate, convert (including without limitation from machine readable to human readable), derive the source, object, or other code from or any trade secrets included in, inspect, disassemble, or decompile the 8x8 Services;
 - b) remove any proprietary, emergency service-related, or other notices, labels, or marks from the 8x8 Services;
 - c) attempt to circumvent, defeat, undermine, or work around any user limits or other timing, use, or functionality restrictions built into the 8x8 Services; or
 - d) use the 8x8 Services to transmit any Malicious Code.
- 5.2. Notwithstanding that Onecom and/or 8x8 may be impeded from the provision of the 8x8 Services as a result of a breach by the Customer of its obligations under the Contract, Onecom will be entitled to continue to invoice and the Customer must pay all undisputed Charges.
- 5.3. The Customer acknowledges that the 8x8 Services are not intended and should not be used for long term data storage. The Customer is encouraged to back-up regularly any data that it wishes to retain and use other than in connection with the 8x8 Services.

6. Toll Fraud

- 6.1. In the event Onecom detects any unusual, unauthorised or suspicious activity on a Customer's account, Onecom shall promptly inform the Customer of such activity. The Customer acknowledges that Onecom may apply an outbound calling bar on such line or end point and Onecom will inform the Customer as soon as practicable about such calling bar. The Customer also agrees to inform Onecom immediately should it discover or reasonably suspect any unusual, unauthorised or suspicious activity on its account, on which Onecom may apply an outbound calling bar on such line or end point.
- 6.2. The Customer shall not be liable for any outbound call Charges on the relevant line or end point that are incurred as a result of fraudulent or unauthorised use, and (where a bar has been put in place) until any such bar has been removed, provided always that:
 - 6.2.1. the Customer is not complicit in any fraudulent activity associated with the line or end point; and
 - 6.2.2. the Customer has complied with Onecom's and/or 8x8's safeguarding requirements and use restrictions relevant to security and fraud prevention (such as, without limitation, setting robust password combinations, password management and disclosure restrictions, and not taking any action or making an omission that would reasonably be expected to disrupt or compromise the integrity or security of the 8x8 System).

7. Service Levels

Incident severity and target response times.

The primary method of reporting P1 faults to Onecom should be by telephone.

Priority	Description	Target Response Time	Target
P1 – Critical	Single or multiple sites are unable to make or receive calls. Business critical impact - no workaround available.	1 hour	24/7
P2 – Major	Single end point or site affected causing a reduced level of service. Major business impact and a workaround may be available.	4 hours	08:30 - 17:30 Mon – Fri
P3 – Minor	Single end point or site affected causing minimal impact. Work around is available, and a replacement end point is ordered.	16 hours	08:30 - 17:30 Mon - Fri
P4 - Change Request	Service and change requests or technical queries with no service impact.	3 working days	08:30 - 17:30 Mon - Fri

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