

Terms & Conditions of Service

THE SCHEDULE for the supply of Data Storage and Back-up Service(s) including Call recordings and Voicemails

1. Description of the Service

This Schedule and the MASTER SERVICES AGREEMENT FOR THE PROVISION OF TELEPHONY, COMMUNICATIONS, INFRASTRUCTURE SERVICES and INFORMATION TECHNOLOGY SERVICES, and the Customer Order together form the Contract for the Service(s) to be supplied by the Supplier to the Customer.

This Agreement is made between the Supplier (X.Communications Limited registered in England & Wales under number 02139995) and the Customer, as specified on the Supplier's Customer Order form.

The Supplier agrees to provide services including call recording and call recording storage, Voicemail and voicemail storage, data storage and data back-up Services as specified under this Schedule.

Where a conflict exists between this Schedule and the Master Services Agreement, the Master Service Agreement will take precedence.

2. Definitions

In this Agreement the following terms shall have the following meanings:

Call Recordings and Voicemails Recordings and their storage means the recording of calls to and from the Customer over the X.Communications telephony Services and recordings of voicemails left for Customers by callers to the Customers telephony Services provided by X.Communications both of which are stored on the Customer PBX environment or within the server networks of X.Communications.

Customer Data means all data, including all text, sound, video, or image files, and software, including call recordings and voicemails that are provided to X.Communications Limited by or on behalf of the Customer through use of the Services. Customer Data also includes Call Recordings and Voicemail Recordings generated by use of the Service. Customer Data does not include data acquired by X.Communications Limited from the Customer to provide the Services including but not limited to customer and its employees email addresses, telephone number and other contact information required by X.Communications Limited to undertake the work required to provide the Services.

Data Controller / Controller means the Customer.

Data Processor / Processor means the X.Communications Limited.

Data Protection Laws means all laws and regulations relating to the use, protection, processing and privacy of Personal Data which are from time to time applicable, including the General Data Protection Regulation (EU) (2016/679) (the "EU GDPR") as amended and adopted by the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR") (collectively the "GDPR"), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), together with any applicable laws and regulations that replaces or amends any of these from time to time.

Data Protection Requirements means any relevant Data Protection Laws, relating to privacy and data security; and the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Personal Data.

Personal Data means any information identifier such as a name, address, identification number, physical as defined under the Data Protection Laws.

Services means the storage of and / or the back-up of the Customer Data

3. Service and Ownership

X.Communications Limited will use and otherwise process Customer Data, only to:

- (a) to provide the Customer with the Services in accordance with Customer's documented instructions; and
- (b) The Customer retains all right, title, and interest in and to the Customer Data; and the Customer Call Recording and Customer Voicemails
- (c) X.Communications Limited acquires no rights to the Customer Data.

4. **Processing of Personal Data**

Customer and X.Communications Limited agree that the Customer is the controller of Customer Data and X.Communications Limited is the processor of the Customer Data as defined in the Data Protection Laws.

5. **Processing duration and purpose**

The parties acknowledge and agree that:

- **Duration of the Processing.** The duration of the processing shall be in accordance with Customer instructions and the terms of the relevant Customer Order.
- **Nature and Purpose of the Processing.** The nature and purpose of the processing shall be to provide the Services of either or all Customer Data, Call Recordings and Voice Recordings storage and back up.
- **Data Retention Post Contract.** At the end of the contractual period as defined on the Customer Order form X.Communications will retain the Customer Data (Unless requested not to by the Customer) for a period of 30 days to allow the Customer time to migrate the Customer Data to an alternate location of their choice or delete the Customer Data or have X.Communications migrate the Customer Data to an alternate location of their choice or delete the Customer Data.

6. **Data Security and technical details of the Service**

- The processing of the Customer Data will be under these terms and no other terms, and that the Service will conform to these terms and no other terms, and that the Customer accepts the level of the Service being provided by X.Communications Limited and that this Service has no actual or implied warranties. Any and all claims for damages associated to the Service will not exceed the value of the contract for the Service as defined on the Customer Order between X.Communications Limited and the Customer.
- X.Communications Limited became ISO 27001 certified in 2022.
- X.Communications is Cyber Essentials Certified.
- X.Communications is ISO 9001 Certified
- X.Communications Limited will implement and maintain reasonable technical and organisational measures to protect the Customer Data against unauthorised disclosure or access to, stored or otherwise processed Customer Data. Those measures are set out below and are the only measures deployed to provide the Service and the Customer accepts these measures are consistent with the Customer expectation of the Service being provided for the storage and back up of the Customer Data.
- X.Communications Limited Security Policy is available to the Customer, along with other information reasonably requested by the Customer regarding X.Communications Limited security practices and policies.
- Customer appoints X.Communications Limited to transfer Customer Data to its data centers or other data centers it uses to allow X.Communications Limited to operate and to store and process Customer Data, to provide the Services.

- Customer Data, excluding Call Recordings and Voicemail Recordings, in transit over public networks between the Customer and X.Communications Limited, or between X.Communications Limited data centers, is encrypted to AES 256 using SSL / TLS.
- Customer Data excluding “Call Recordings and Voicemail Recordings” in storage or at rest is encrypted to AES 256.
- Customer Call Recordings and Voicemail Recordings are held on X.Communications Servers linked to the Customer Hosted PBX Service and sit behind X.Communications Firewalls and ASA’s (Adaptive Security Appliance) providing high levels of protection from unauthorised access.
- Customer Call Recordings and Customer Voicemails can only be accessed by Xcommunications employees and the Customer. X.Communications will not access the call recordings without specific authorisation from the customer. This is likely in the event the customer wants X.Communications to undertake fault diagnostics or assist in the retrieval of a call recording.
- Upon Customer request Customer Call Recordings and Customer Voicemails can be:
 1. stored to an alternate location outside of X.Communications control (additional charges may apply).
 2. encrypted with “private key access” (a unique digital security key) within the X.Communications storage services (additional charges may apply).

In both the above configurations, X.Communications cannot access the call records for fault diagnosis upon a Customer request and the X.Communications Customer Call Retrieval Tool will not be able to access the call records.

It is also important for the customer to accept that should the recordings be placed under Private Key Access and the customer loses the Private Key, neither the Customer nor X.Communications will be able to access the call records. The Private Key is held by the customer and not X.Communications and therefore its important the key is not lost.

In all of the above cases the Customer is the Controller of the data, Customer Call Recordings and Customer Voicemails and X.Communications is the Processor.

X.Communications Limited:

- maintains records of the incoming and outgoing data file transfers including, date and time, the number of files.
- uses industry standard processes to delete Customer Data when it is no longer needed.
- maintains security documents describing its security measures.
- maintains specific procedures in place governing access to copies of Customer Data.
- will process the Personal Data only on documented instructions from Customer.
- will at the choice of Customer, delete or return all the Customer Data to the Customer after the end of the provision of Services.
- will make available to Customer all information necessary to demonstrate compliance with the obligations of the Service as described in this Schedule.
- shall notify Customer after becoming aware of a data breach.
- will ensure all Customer Data will be held within the United Kingdom.
- will ensure all facilities where data is stored are ISO 27001 Compliant.

7. Customer Responsibilities

- Customer is solely responsible for making an independent determination as to whether the technical and organisational measures for the Services meet the Customer's requirements, including any of its security obligations under applicable Data Protection Requirements.
- Customer acknowledges and agrees that the security practices and policies implemented and maintained by X.Communications Limited provide a level of security appropriate to the risk with respect to the Customer Data.
- Customer is responsible for implementing and maintaining privacy protections and security measures for components within the control of the Customer.

8. Processor Confidentiality Commitment

- X.Communications Limited will ensure that its personnel engaged in the processing of Customer Data will be obligated to maintain the confidentiality of such data.
- X.Communications Limited shall provide periodic data privacy and security training and awareness to its employees with access to Customer Data,
- X.Communications Limited limits access to facilities where information systems that process Customer Data are located to identified authorised individuals.
- X.Communications Limited is ISO 27001 and ISO 9001 Certified
- X.Communications will ensure all Customer Data will be held within the United Kingdom