

Three Business Product Terms

Three Analyst for Business



What is Three Analyst?

Three Analyst is a value-added service providing a billing insights tool for Three's business Customers.

Three Analyst provides an interactive reporting tool which is designed to assist analysis of usage patterns, and to facilitate greater understanding and control over telecoms usage in Customer's business. The tool is for information purposes only and does not constitute a simulation of Three's billing invoice, or a tool to carry out in-life activities such as paying bills or setting Spend Caps.

There are 2 different versions of Three Analyst as set out below, which will be dependent upon the Three Business Plan selected by Customer, or the version of Three Analyst purchased by Customer as an Add-on:

- Three Analyst Standard
- Three Analyst Advanced

Three Analyst will be applied at billing account number level ("BAN"), so all usage of SIMs under Customer's BAN will be available on the Three Analyst tool. For the full product sheet on Three Analyst, please visit www.three.co.uk/business/three-analyst.

How does Customer get access to Three Analyst?

Three Analyst is available to Customers via three routes.

1. **Incorporated in Customer's Three Business Plan:** Three Analyst is incorporated into specific Three Business Plans at either Standard or Advanced Level dependent upon the plan selected, as part of either the Essential Service, Enhanced Service or Complete Service Add-on, as set out in the Price Guide(s). Please visit [Terms and Conditions | Three](#). Three's Business Plans include Three's Enterprise Plans where applicable.
2. **Purchased by Customer as a Service Add-on:**
 - Three Analyst Standard: This Add-on is available as a chargeable Add-on on a standalone basis. It is a recurring Add-on to selected Three Business plans.
 - Three Analyst Advanced: This Add-on is also available as a chargeable Add-on on, either:
 - (i) on a standalone basis as a recurring Add-on to selected Three Business Plans; or
 - (ii) on a standalone basis as a recurring Add-on for customers with Adapt 15 or 25 (Three Analyst Standard is incorporated as part of the Essential Service which is incorporated into Adapt 15 and Adapt 25); or
 - (iii) as an element of the Enhanced Service Add-on or Complete Service Add-on. To view these Product Terms, please visit [Terms and Conditions | Three](#).
3. **Incorporated in Customer's Three Business Dynamic Plan:** Three Analyst is incorporated into Three Business Dynamic Plans, sold via Three's partners, at either Standard or Advanced Level dependent upon the plan selected, as set out in the Price Guide(s). Three Analyst Standard will be provided with Three Business Dynamic 15 and 25. Three Analyst Advanced will be provided with Three Business Dynamic 50 to 250.

Overview of Standard and Advanced Three Analyst functionality*

	Access to Bill Summary	Access to Usage Summary	Access to first level drill down from Summary	Monthly Bill Summaries	Selected export of data into external files
Three Analyst Standard	✓	✓	✓	✓	✓

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	Functionality of Three Analyst Standard	Detailed reports per line	Directory Report	Set up Data – customise available reports and schedule periodic reporting	Export of data into external files
Three Analyst Advanced	✓	✓	✓	✓	✓

* The availability of all functions will be dependent upon the level of User access granted by Customer.

Key things to note	
Is Three Analyst providing the bill instead of Customer's usual invoice from Three?	No, Customer will continue to receive their full Three bill as usual with the full detailed breakdown as per normal. Three Analyst will provide a summary of the Three bill, together with any insight reports configured by Customer.
How will Customer know their data has been updated each month?	Approximately 7 days following Customer's bill being available on their Three account, Customer will be able to access their billed usage data and any selected reports on the Three Analyst platform.
What sort of access is available?	Customer and their User(s) usage billing data will be viewable at account holder and individual level depending on the type of user access granted, and whether Customer has Three Analyst Standard or Three Analyst Advanced. There are 3 types of access granted, and each type of User will have differing visibility of the data as set out below: 1. Enterprise Admin User – Three will create this primary user when provisioning the Three Analyst Service. An Enterprise Admin user has full visibility across all bills and usage data for their enterprise, subject to the Three Analyst Standard or Three Analyst Advanced lens. The functionality of each is set out within these Product Terms. 2. Enterprise Group Level User – The Enterprise Group Level user is created by an Enterprise Admin User, and is able to run selected reports against a particular department or cost centre. 3. Enterprise End User – The Enterprise Admin User will create and select Enterprise End Users. These Users can run reports against their own connection only. Partners will have Operator Access (i.e. full impersonation access) to their Customers and respective Users.
Is usage data live or historical?	It is important to note that data is not live. Customer should review their My Account portal for unbilled usage. Data shown on the Three Analyst platform will be Customer's billed usage and spend data.
Can the data within the Three Analyst platform be exported?	Yes, Users can export and/or download selected data subject to their user permissions, and dependent upon whether they

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	have a Three Analyst Standard or Three Analyst Advanced lens.
Is Three Analyst available for all Three Business Plans?	Three Analyst will be available on select Three Business price plans only, as set out in Three's Price Guides found at Terms and Conditions Three Where Three Analyst is available, either incorporated as part of the Essential Service, Enhanced Service or Complete Service Add-on, or purchased as a standalone Add-on, or incorporated into Three Business Dynamic Plans, this will be set out clearly in the Price Guide(s). If Customer has Three Analyst incorporated as part of the Essential Service, Enhanced Service or Complete Service Add-on, all other connections under Customer's billing account number will also get the benefit of Three Analyst, as the Three Analyst Service is applied at billing account number level.
Does Three Analyst cover inbound usage and/or outbound usage?	Three Analyst will show both inbound and outbound usage, i.e., calls made / received, texts sent / received, and data used by Users.
If an employee leaves Customer's employment, who is responsible for removing that employee's access?	Customer has full control over choosing the Enterprise Admin, with that Enterprise Admin having the sole authority to create additional authorised users. It follows that Customer must also remove any Users that should no longer have access. Three excludes all liability in this regard.
If a SIM is terminated, will that SIM's data automatically be removed?	The SIM usage details will be removed for future reports upon the monthly upload of data following the Three billing cycle, but historical reports will remain available for that SIM.
Will Three Analyst trigger any usage notifications?	No, Three Analyst is an analysis tool, and not a platform to send any usage consumption notifications. These notifications will come from Three as usual.
Can Customer use Three Analyst to set spend caps or limits?	No, Three Analyst is an analysis tool only. Customer should visit their online Three Business Account to manage usage, or call the Three Business Service Team, or partner (for Three Business Dynamic), to provision any limits they require as usual.
Software updates and licence agreements	Customer is expected to undertake all required software updates to ensure continued access to the Three Analyst platform. Customer will comply with the Terms of Use or end user licence terms relating to Three Analyst. If Customer does not accept the terms of the licence of any software required in order for the Three Service to be performed, Three will be excused from performing any Three Service relying on such software.
Why is there a difference between Three Analyst and Three's bill?	The reports in the Three Analyst tool are based on a high-level classification of call types and associated charges, which may not replicate the classifications or detailed billing rules applied by Three. Three Analyst is intended to provide a summary of Customer's bill only. Three's billing invoice remains the single statement of account, and upon which any Charges due should be payable.
If Customer already has Three Analyst Standard as part of the Essential Service, how can they upgrade to Three Analyst Advanced?	Customer should contact the Three Business Service Team to discuss an upgrade Three Analyst Advanced. This change will attract additional Charges.

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	If Customer has Three Business Dynamic, Customer should contact the partner to discuss upgrade options.
When will data be available?	If Customer is new to Three, Three Analyst will not contain any usage data until after Customer's first bill cycle. If Customer is an existing Customer, data should start to be uploaded following initial provisioning of the Three Analyst Service. The full data will not be available until after each bill cycle. Three offers no guarantee or timeframes in this regard.

Terms and Conditions for Three Analyst for Business

The supply of the Three Analyst Service under these Product Terms is subject to the provisions of the Terms and Conditions for using the Three Network, found at [Terms and Conditions | Three](#). These Terms and Conditions for Three Analyst may be amended from time to time, and the current version of the said Terms and Conditions are available at [Terms and Conditions | Three](#). These Product Terms and the reference to "Three Analyst Service", "Service" or "Three Analyst" applies to both Standard and Advanced Three Analyst unless expressly stated otherwise.

1. Commencement Date and Minimum Term

- 1.1 The Three Analyst Service begins on the date Customer purchases: (i) the applicable Three Business Price Plan, or Three Business Dynamic Price Plan, incorporating Three Analyst; or (ii) the Three Analyst Add-on ("**Three Analyst Service Commencement Date**") and will continue for the agreed Minimum Term of the Three Business Plan, or Three Business Dynamic Plan, and continue on rolling basis thereafter in accordance with the Three Business Plan, or Three Business Dynamic Plan, or in accordance with clause 1.3 (as applicable) until it is terminated in accordance with the terms of the Agreement.
- 1.2 Customer may log in and access their Three Analyst account from the date they receive their unique Three Analyst log in details by email.
- 1.3 If Customer purchases Three Analyst as a standalone Add-on, the Minimum Term is 30 days and commences from the Three Analyst Service Commencement Date. The Add-on will continue on a recurring basis until terminated. Where terminated, Three Analyst will cease at the end of the billing cycle in which the notice to terminate was received.
- 1.4 Three will use reasonable efforts to provision the Three Analyst Service within 7 business days, but Customer acknowledges and agrees that all dates are estimates, and Three has no liability for any failure to provide the Three Analyst Service by any specific date. For Three Business Dynamic partner must provider User access details for Three to provision the Service.

2. Charges and Payment

- 2.1 Where the Three Analyst Service is purchased as a chargeable Add-on, Charges will commence on the Three Analyst Service Commencement Date and continue to be payable on a monthly recurring basis until expiry of the applicable Minimum Term until terminated on 30 days written notice to Three.
- 2.2 Customer agrees to pay all Charges for the Three Analyst Add-on in accordance with the terms of the Agreement. The Monthly Charge applies at billing account number level, and will be charged to Customer's monthly bill on a recurring basis.
- 2.3 If Customer has Three Analyst incorporated as part of the Essential Service, Enhanced Service, Complete Service or Three Business Dynamic Add-on, other connections under Customer's billing account number will also get the benefit of Three Analyst, as the Three Analyst Service is applied at billing account number level.
- 2.4 Should Customer disagree with any of the Charges appearing on a bill issued by Three in connection with the standalone Three Analyst Add-on, Customer should raise a dispute in accordance with the terms of the Agreement.
- 2.5 If Customer fails to pay the bill in full by the due date, Three reserves all rights of recourse as set out in the terms of the Agreement.
- 2.6 Three may increase Charges for the standalone Three Analyst Add-on at any time, giving 30 days' prior notice.
- 2.7 Customer can opt-out of Three Analyst (if recurring 30-day Minimum Term) in accordance with Clause 1.3 above.

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3. Three Analyst Service

- 3.1 Three agrees to make the Three Analyst Service available for purchase and internal use by the Customer as described in Customer's Agreement.
- 3.2 The provision of Three Analyst is being supported by Soft-ex Communications Limited whose registered address is South County Business Park, Leopardstown Road, Dublin 18, Ireland.
- 3.3 In order for Customer to use the Software and receive the Three Analyst Service, and for Three to provision the Three Analyst Service, it is conditional on Customer's: (i) Acceptance of these Terms and Conditions for Three Analyst for Business ("Terms"); and (ii) compliance at all times with the terms of the Agreement as defined in clause 1.2 of the Terms and Conditions for using the Three Network found at [Terms and Conditions | Three](#). Customer and/or Users may not use the Service if these conditions are not accepted.
- 3.4 Customer can accept the Terms by (a) clicking to accept these terms where such option is available in the user interface for the Three Analyst Service; or (b) by using the Service. In such instance, Customer understands and agrees that Three will treat Customer and/or its Users' use of the Three Analyst Service as acceptance of the Terms from that point onwards.
- 3.5 Customer acknowledges that it is responsible for any use of data and information arising in connection with Customer's and Customer's Users use of Three Analyst, and that Three is not responsible for securing or maintaining any consents or permissions required from Customer's Users of Three Analyst.
- 3.6 Customer acknowledges and agrees that the Software is an interactive reporting tool which is designed to assist analysis of usage patterns and to facilitate greater understanding and control over telecoms usage in Customer's business. The tool is for information purposes only and does not constitute a simulation of Three's billing invoice. The Reports in this tool are based on a high-level classification of call types and associated charges, which may not replicate the classifications or detailed billing rules applied by Three. Three's billing invoice remains the single statement of account.
- 3.7 The Reports will be provided to Customer in the form (customised from available reports) and frequencies set out and configured by Customer within the Software. Three will input Customer's Data into the Software approximately 7 business days following Customer's monthly bill.
- 3.8 The responsibility for the quality of any Data output due to any bespoke manipulation of the Data requested by Customer shall remain with Customer at all times.
- 3.9 Customer acknowledges and agrees that Three (including Customer's Customer Success Manager or Customer Success Executive if applicable), or the partner if Customer has Three Business Dynamic, will have access to Customer's Three Analyst Service in order to set up the initial Enterprise Admin, troubleshoot or provide advice on usage.
- 3.10 Three may (in its sole discretion for operational, technical or commercial reasons) determine that it may not be able to provide some or all requested components of the Three Analyst Service, and reserves the right to offer Customer:
- 3.10.1 the remaining components of the Three Analyst Service;
 - 3.10.2 an equivalent or improved service to replace Three Analyst; or
 - 3.10.3 where purchased as a chargeable Add-on, the right to cancel the Three Analyst Service (without liability) and refund any applicable Charges that Customer has paid for Three Analyst Service not provided.
- 3.11 Three hereby expressly disclaims, insofar as is legally permissible, responsibility for any loss or damage arising out of any interception of Customer information and/or and loss or delay of transmissions between Three and the Three Analyst platform, including that processed as part of the Service.
- 3.12 If Three Analyst is incorporated as part of the Essential Service, Enhanced Service or Complete Service Add-on, or Three Business Dynamic, Three Analyst is mandatory and cannot be opted out of. There will be no reduction to the Three Business Plan's Monthly Charge if Three Analyst is not utilised by Customer.
- 3.13 Three may change these terms and change, suspend, or discontinue Three Analyst at any time. Three may change, update or upgrade Three Analyst in order to ensure compliance with new legal or technological developments, and to protect against new or emerging security issues. If the changes are likely to disadvantage Customer, Three will provide a minimum of 30 days' notice. By continuing to use the Three Analyst Service after that time, Customer is expressing and acknowledging acceptance of the changes.

4. License and Use Restrictions

- 4.1 Subject to the terms of the Agreement including these Terms, and the payment of all Charges due (where applicable), Three hereby grants to Customer during the Minimum Term, a revocable, limited, non-transferable, non-exclusive licence to access the Software in object code form through the Service (via an Internet connection) and to use the Software solely to obtain ad-hoc Reports regarding their own internal telephony data for internal business purposes as necessary for the purposes set out in the Agreement. No other rights or licenses are granted or provided by Three.

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- 4.2 The term of any licence granted by Three under clause 4.1 is coterminous with any agreed Minimum Term.
- 4.3 Customer agrees:
- 4.3.1 Three Analyst is provided for Customer's internal use and Customer shall not, nor permit any third party to attempt to reproduce, duplicate, copy, modify, enhance, distribute sell, trade, lease, hire, exploit, share or resell the Software or any portion of the Software for any purpose, or combine or incorporate the Software with any other software system or otherwise permit access to the Three Analyst Service to any third party through any means;
 - 4.3.2 not to, or permit any third party to attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;
 - 4.3.3 to use the Three Analyst Service only for purposes that are permitted by (i) the Agreement (ii) the Terms; and (iii) any applicable law or regulation; or (iv) any license or authorisation applicable to Customer or Three;
 - 4.3.4 not to do anything which damages or adversely affects the performance of the Three Analyst Service (nor permit any other person to do so) for themselves or other Three customers (or the servers and networks which are connected to the Service) or that may cause degradation of service levels to other Three customers as determined by Three (acting reasonably);
 - 4.3.5 not to store, distribute or transmit any material through the Service or on the Software that is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;
 - 4.3.6 not to, or permit any third party to use the Software or Three Analyst Service or provide the Software or Three Analyst Service to any third party;
 - 4.3.7 not to transfer, temporarily or permanently, any of their rights under the Agreement;
 - 4.3.8 not to use the Three Analyst Service in such a way it constitutes a violation or infringement of the rights (including intellectual property rights) of any person, firm or company; or
 - 4.3.9 not to access (or attempt to access) the Software by any means other than through the interface that is provided by Three.

5. Intellectual Property

- 5.1 Customer irrevocably acknowledges that any and all Intellectual Property Rights and other proprietary rights which subsist in or arise in connection with the Software, the Three Analyst Service and the Documentation (including, without limitation, all modifications, enhancements, translations, Updates, adaptations, derivative works or any changes to either or both of them, the "New Developments") anywhere in the world belong to or, as appropriate, will vest from the moment of their invention in Three or its licensors, and that Customer will have no right in or to the Software, the Service or the Documentation save the right to use it as permitted by its Agreement and/or these Terms of Use. Customer hereby assigns (by way of future assignment or if this is not possible, Customer agrees to assign such rights upon or after their creation at the request of Three) all Intellectual Property Rights and all other proprietary rights that Customer acquires (if any) in respect of the New Developments to Three or at Three's option, to its licensors.

6. Customer Obligations

- 6.1 Customer acknowledges and agrees that in order to access the Three Analyst Service in a secure manner, each user requiring access to the Three Analyst tool will be required to download an authenticator app.
- 6.2 Customer must use the Three Analyst Service in accordance with any reasonable instructions given by Three in connection with the use of the Three Analyst Service, and shall not attempt to circumvent any applicable security at any time.
- 6.3 Customer is responsible for providing, configuring, connecting and maintaining necessary Customer owned or licensed computer hardware, software and telecommunications equipment (where applicable) necessary to the provision, access and use of the Three Analyst Service, and ensure they are in good and compatible working order, and agrees they are responsible for interoperability between their user equipment and the Software, and for obtaining all licences necessary to access the Three Analyst Service.
- 6.4 Customer is responsible for the security and proper use of all usernames and passwords used to access the Three Analyst Service, including those of their Users. Customer or their Users must not disclose passwords to any third party (whether directly or indirectly). Customer agrees and understands that they are responsible for maintaining the confidentiality of passwords associated with any account created for their authorised User's access to the Three Analyst Service. If such information is disclosed to any unauthorised third parties, Three shall not be liable for any loss or damage that may result therefrom. Customer is liable for all use made of the Services through their account, whether authorised by the Customer or not.



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- 6.5 Customer must notify Three, or the partner if Customer has Three Business Dynamic, immediately if they become aware or suspect that security has been compromised, including unauthorised use of passwords. It is Customer's or their Users' responsibility to ensure that passwords are changed immediately if they believe they have been compromised.
- 6.6 Customer is responsible for disabling access for any employees or other persons previously authorised to access the Three Analyst platform. Three shall not be liable for any unauthorised access.
- 6.7 Customer shall be liable for any acts and/or omissions of any User and/or employee authorised by them to access the Three Analyst Service.

7. Warranties

- 7.1 Three warrants that it has the right to grant Customer the licences to use as provided in these Terms, and any Support Service to be provided under the Agreement will be performed with reasonable skill and care.
- 7.2 Customer acknowledges that they have assessed for themselves the suitability of the Software for their requirements, and that Three and its licensors does not warrant that the Software and/or the Documentation will be suitable for such requirements.
- 7.3 Three and its licensors do not represent or warrant that:
 - 7.3.1 the operation of Three Analyst Service will be uninterrupted, fault-free or error-free. If Customer suffers any disruption to the Three Analyst Service, Customer should contact Three, or partner if Customer has Three Business Dynamic, in accordance with the Terms and Conditions for using the Three Network for Business customers, found at [Terms and Conditions | Three](#)
 - 7.3.2 the Three Analyst Service will meet any specific requirements Customer may have;
 - 7.3.3 that defects in the operation or functionality of the Software or Three Analyst Service provided to Customer as part of the Service can or will be corrected;
 - 7.3.4 the information contained or referenced in the Three Analyst Service, or future information supplied, is adequate, accurate, or complete; or
 - 7.3.5 that there will be no delays, failures, errors or omissions or loss of transmitted information, or that no computer viruses will be transmitted or that no damage will occur to Customer IT systems. Three disclaims all liability and responsibility for such information and possible errors or omissions in the contents of the Three Analyst Service. Customer agrees that they download or otherwise obtain content at their own discretion and risk, and that they are solely responsible for protecting their data and/or equipment (and for any damage or loss thereto) and for taking appropriate security precautions.
- 7.4 Except as expressly stated above, all other warranties, conditions, terms, undertakings, and representations, expressed or implied, statutory or otherwise, in connection with Three Analyst or any services provided to the Customer ancillary or incidental to the use of Three Analyst, are hereby excluded to the fullest extent permitted by law.

8. Data Protection

- 8.1 Customer acknowledges and agrees that their and their Users' call data records relating to voice, data and texts and any associated Customer account information that would normally appear on their Three bill will be processed by the Three Analyst platform to enable Customer to use the Service.
- 8.2 All personal data pertaining to Customer and their Users' will be processed in accordance with Three's Privacy Policy at [Privacy Policies | Three](#), and in accordance with the Terms and Conditions for using the Three Network for Business customers, found at [Terms and Conditions | Three](#)
- 8.3 Customer acknowledges and agrees that their personal data will also be shared with Soft-ex Communications Limited, who will process such personal data for the purpose of providing and provisioning the Service, and supporting technical queries.
- 8.4 Customer agrees that it shall provide sufficient notice and obtain sufficient consent and authorisation, under any applicable laws, from each User and relevant data subject to permit the processing of any Customer personal data by Three, its respective affiliates, subcontractors, or suppliers, and for Three Business Dynamic also partner, to:
 - i. provide and maintain the Three Analyst Service; and
 - ii. conduct data and system analytics, including research, to improve the Three Analyst Service; and
 - iii. any other processing as provided for in the Agreement.Three accepts no responsibility whatsoever for the collection or maintenance of such consents.
- 8.5 On termination of this Agreement for any reason, Three shall not be obliged to store or hold any Customer data (including Customer personal data) except as required by law.

9. Three Analyst Service – Fault Support and Scheduled Downtime

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- 9.1 Three (either the Three Business Service Team or Customer's Customer Success Executive or Manager as may be applicable dependent upon the Three Business Plan selected by Customer), or partner if Customer has Three Business Dynamic, will provide Customer with assistance for the reporting of faults with the Three Analyst Service, and advice on the day-to-day use of the Three Analyst Service.
- 9.2 Three or partner will respond to reported faults with the Three Analyst Service as soon as reasonably practicable by taking service support measures it deems appropriate. Three reserves the right to try and resolve reported faults remotely.
- 9.3 Three or partner will use reasonable skill and care in attempting to rectify reported faults as soon as reasonably practicable, but Customer acknowledges that the resolution of faults with the Three Analyst Service is not guaranteed and that any dates for attempted correction of reported faults are estimates. No liability is accepted for any loss or damage arising as a result of an interruption in the Three Analyst Service during such maintenance or repair time.
- 9.4 For the purposes of making improvements to the Three Analyst Service, scheduled downtime to the Three Analyst Service may be required from time to time. Three will use reasonable efforts to schedule downtime to the Three Analyst Service in a manner that minimises disruption to Customer but excludes all liability.

10. Support Service - Customer obligations

- 10.1 Customer undertakes to:
- 10.1.1 ensure that the Software is used in a proper manner by competent employees or by persons under their supervision;
 - 10.1.2 make available to Three free of charge all information, facilities and services reasonably requested by Three to perform the Support Service; and
 - 10.1.3 report all faults to Three, or partner if Customer has Three Business Dynamic, immediately upon becoming aware of the faults.
- 10.2 Three will only provide a Support Service in respect of Three supplied software as specified in the Agreement, and operated within the terms of the Agreement.
- 10.3 Any support requirements outside of the terms of the Agreement will be subject to the prior agreement of Three, and subject to such additional Charges as may be specified by Three.
- 10.4 In addition, and without prejudice to the foregoing, Three will not be responsible to Customer or to any third party in respect of Customer (i) the servers, hardware and other software not provided by or on behalf of Three; and (ii) the timely provision of information relating to updates to Customer's telecommunications tariffs and other data required to maintain, configure or use the Software.

11. Liability (Limitations and Exclusions)

- 11.1 These Terms shall apply in addition to the terms set out in Terms and Conditions for using the Three Network for Business customers, found at [Terms and Conditions | Three](#).
- 11.2 Three shall not be liable to Customer, their Users or any third party, for any direct, indirect, special, exemplary, incidental or consequential loss including, but without limitation, loss of profit, loss of revenue, capital expenditure or loss of goodwill, resulting from any claim including, without limitation a claim for breach of contract, in tort, for negligence, for breach of warranty or otherwise and whether or not foreseeable, and including, but without limitation, arising as a result of (a) any unauthorised third party access to the Three Analyst Service; or (b) the suspension or termination of the Three Analyst Service (as permitted by the Agreement); or (c) the failure of the Three Analyst Service due to the incompatibility of the Three Analyst Service with any Customer equipment or technology not provided by Three.
- 11.3 Three shall not be liable for non-performance of the Service.
- 11.4 Three, its employees, subcontractors or agents exclude all liability or responsibility for: (i) the acts, omissions, errors, or defaults of other telecommunication service providers, and (ii) the purpose or purposes for which Customer or its Users utilise and/or exploit any Reports and Software data outputs. Customer assumes sole responsibility for results obtained from their or their Users' use of the Service, and for conclusions drawn from such use. Three shall have no liability for any damage caused by errors or omissions in any information, reports, instructions, or scripts provided to Three in connection with the Service, or any actions taken by Three at Customer's direction.
- 11.5 Where Soft-ex Communications Limited terminates or withdraws directly or indirectly Customer's right to use the Service, Three will be excused from liability related to failure to deliver the relevant Service.

12. Suspension of Three Analyst Service

- 12.1 Three may change these Terms and change, suspend, or discontinue the Service at any time.

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- 12.2 In addition to the rights of suspension set out within these Terms and the Terms and Conditions for using the Three Network for Business customers found at [Terms and Conditions | Three](#), Three reserves the right to suspend the Three Analyst Service pending investigation where:
- 12.2.1 it reasonably suspects any of the requirements in these Terms have been breached by Customer and reserves the right to terminate the Agreement immediately (without cost or liability on the part of Three) where such breach has taken place;
 - 12.2.2 in the event of an emergency, including complying with any request of an emergency service organisation;
 - 12.2.3 maintenance; or
 - 12.2.4 to comply with any law, regulation, court order or governmental request or order
- 12.3 Any suspension of the Three Analyst Service shall not exclude Three's right to subsequently terminate the Agreement.

13. Termination of the Three Analyst Service

- 13.1 Where included as part of the Essential Service, Enhanced Service or Complete Service, when the associated Three Business Plan, or, the Three Business Dynamic Plan, is ceased or terminated, the Three Analyst Service will also be terminated.
- 13.2 Where purchased as a chargeable Add-on, Customer may terminate the Three Analyst Service at any time. Where terminated, Three Analyst will cease at the end of the billing cycle in which the notice to terminate was received.
- 13.3 Without prejudice to Three's other rights set out within the Agreement, Three shall be entitled to terminate the Three Analyst Service forthwith on written notice to Customer in the event that:
- 13.3.1 Customer fails to promptly comply with any reasonable request/condition specified by Three in relation to Customer's use of the Three Analyst Service;
 - 13.3.2 Three is unable to resolve a dispute with any third party or continue to receive services from any third party upon whom provision of components of the Three Analyst Service is related or contingent; or
 - 13.3.3 Three has reasonable grounds to believe that Customer's use of the Three Analyst Service constitutes a breach of any applicable law.
- 13.4 Without prejudice to either party's right to terminate this Agreement as provided herein, the licences granted hereunder will last for the Minimum Term. After the Minimum Term, the licences granted will continue unless terminated by either party, as provided for in the Agreement.
- 13.5 Notwithstanding the foregoing, and in addition to those rights set out within the Agreement, Three will be entitled to terminate the licences contained herein forthwith at any time by written notice to Customer if:
- 13.5.1 Customer challenges the Intellectual Property Rights of Three or its licensors; or
 - 13.5.2 Customer is more than 14 days late in discharging any sum due to Three; or
 - 13.5.3 Three's licensors withdraw the Software, in which case Three will provide as much notice as reasonably possible.

14. Definitions

- 14.1 All definitions shall have the meaning ascribed to them in the Terms and Conditions for using the Three Network for Business Customers at [Terms and Conditions | Three](#) ("Terms"). The Definitions section of the Terms (titled 'Definitions') shall be amended by the inclusion of the following additional defined terms:
- a) "Data" means Customer's and User(s) raw data relating to their Three telecoms usage for input into the Software;
 - b) "Documentation" means the standard online user documentation for the Software;
 - c) "Intellectual Property Rights" means any copyrights, patents, patentable material, designs, trade secrets, confidential information, know-how, trademarks, service marks or other industrial or intellectual property rights, and any applications for any of the foregoing (whether registered or not and whether registrable or not);
 - d) "Internet" means the global data network comprising interconnected networks using Transmission Control Protocol/Internet Protocol;
 - e) "Reports" means the reports derived from the Software;
 - f) "Service" means the Software, hosting Service and Support Service relating to Three Analyst provided by Three, whether provided together or separately as the context requires;
 - g) "Software" means the Three Analyst computer programmes and associated Service including patches, upgrades, Updates and new versions used by Customer and/or their User(s) in accordance with the Agreement as part of the Service;

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Three Analyst for Business



- h) "Support Service" means the support that may be provided by Three as set out in these Product Terms;
- i) "Three Business Service Team" means the team contactable on 337 from a Three phone or 0800 033 8033 from any other phone; or re-routed via the Customer Success Executive or Customer Success Manager. The Three Business Service Team are available 8am and 8pm on Working Days or 9am to 6pm on Saturdays. If Customer has Three Business Dynamic, Customer should contact the partner for support; and
- j) "Updates" means any enhanced or incremental version of the Software made available by Three generally to Three Customers.