



Telephony Software System Updates & Support Service Level Agreement

This Agreement is made this _____ day of _____ 2017

PARTIES

Bicom Systems EURL, a company registered in France, number: 478 993 967, whose registered address is: 188 Route de Blessy, St. Quentin, Aire-sur-la-Lys, 62120 FRANCE. Hereafter referred to as "Bicom Systems".

and

_____ *Customer* _____, whose principal place of Business is _____, hereafter known as "The Customer".

AGREEMENT

Bicom Systems and The Customer accept and agree to be bound by the terms of the Schedules attached in consideration of the payment referred to in the Schedules.

SIGNATURE

Signed for and on behalf of Bicom Systems: _____

Print name: _____

SIGNATURE

Signed for and on behalf of Customer: _____

Print name: _____

The Bicom Systems Telephone System Updates & Support Service Level Agreement

Glossary of Defined Terms

The following terms are used in the Schedule with specifically defined meanings as set out below. They are identified in the main text by use of capital initial letters. References below to section numbers are to sections of this Schedule of Services.

“the Customer(s)” means the person or persons, company, organisation or institution entering into the Contract with Bicom Systems as stated and signed on Page 1 of this document

“the Contracts” is defined in section 3.1

“Disaster” is defined in section 1.4

“Bicom Systems” means Bicom Systems or its agents

“the Telephone System” is defined in section 2.2

“Functionality” means any respect in which the Telephone System is of itself (rather than because of outside circumstances) incapable in any significant respect of performing to specification

“Maintenance” means, you ask, we do, in the performing of changes of the Telephone System. It is not part of this contract.

“Standard Support Hours” is defined in section 1.5 as the times during which the Customer can phone to request help and support and during which the Service is available.

“Initial Period” is defined in section 3.5

“the Invoice” is defined in section 3.1

“Network” means a series of interconnected computers connecting also to the Telephone System

“Support” means, you ask, we tell, you do in the use and enjoyment of the Telephone System

“Schedule of Equipment” means the schedule attached to the Invoice detailing equipment covered by the Invoice at the relevant location

“Third Party Programs” means computer programs, software and operating systems which have been acquired by the Customer from anyone other than Bicom Systems, or acquired from Bicom Systems but not as part (whether directly or indirectly) of the Telephone System

“Working Day” is defined in section 1.5

Schedule of Services

The Bicom Systems Telephone System Service Level Agreement in its standard form provides the Customer with a SUPPORT service but NOT with a MAINTENANCE service covering all aspects of the Telephone System (as defined in section 2.2), hardware, firmware, operating system and their successful configuration and integration, enabling access to the Telephone System where supplied by Bicom Systems.

It does not however cover the following: Customer’s local Network, Local Networks of End Users. Bicom Systems may however try to assist in identifying where an issue of quality is so that the Customer may continue their own investigations.

This agreement sets out in detail Bicom Systems’ obligations to provide support services to the Customer. It should be read together with the terms and conditions referenced in the original quotation for the supply and commissioning of the Telephone System.

Section 1 The Telephone System Support Service Level Agreement

describes in full the Telephone System Service level Agreement, and how it covers system faults.

Section 2 The Telephone System

defines what is classified as an emergency

Section 3 Terms and Conditions

explains how the Telephone System Service Level Agreement itself works and the obligations on Bicom Systems and the Customer

Section 4 Software Updates

explains what are Updates, How they are obtained and how bugs are treated.

Where ordinary words are used with a capital first letter they have an expressly defined meaning, see the glossary of defined terms above.

Section 1: The Telephone System Support Service Level Agreement

1.1 System Faults

This Telephone System Service Level Agreement relates to the entire Telephone System, but not to equipment outside the Telephone System. See section 2.2 that covers the provision of support and maintenance services required as a result of System Faults, as precisely defined in section 2.3.

1.2 Overall Service Standard

The full support and maintenance services promised by Bicom Systems in this Schedule will be referred to as “the Service”. As the Service covers total system support and maintenance, where maintenance is additionally subscribed to, Bicom Systems’ responsibility is not restricted to repairing a hardware problem in isolation where hardware was provided. If there is a System Fault, Bicom Systems will be required to provide support until the Telephone System in its entirety is free from problems caused by that failure. Bicom Systems promises to use every reasonable endeavour within the detailed specification given below to fulfil its obligations. Bicom Systems promises equally to make best efforts to deliver support services within the time limits specified in section 1.6. For circumstances where a Major System Fault (see 2.3) is not covered by the Service, the Customer may take advantage of an additional special Upstream DID Provider disaster recovery service, as described in section 1.4.

1.3 Corrective Maintenance

On notice from the Customer of a System Fault (see section 2.3), Bicom Systems will during Standard Support Hours (see section 1.5 below) make whatever repairs, adjustments and part replacements to the Telephone System as may be required to restore the Telephone System to full Functionality. Where necessary to achieve this, Bicom Systems will reload and reconfigure the Telephone System. It will also reset security access permissions. It will reload recovered configuration data on the Telephone System and validate it for integrity. These terms will also be extended to customer on a 24/7 basis to customers who have subscribed to Emergency Support.

1.4 Disaster Recovery Upstream DID Service

The Service may include the following disaster recovery arrangements, which are available at extra charge to that covered by this agreement in the event of a System Down caused by a Disaster. In this event, Bicom Systems, where acting as the Upstream Service Provider, will use its reasonable endeavours to restore all inbound DIDs at least one outbound trunk and make available the systems for users to registered their endpoint devices such as IP Phones. To facilitate this customer will keep available spare parts as advised by Bicom Systems and will make available an engineer to perform the necessary tasks to replace any failed hardware. The disaster recovery service is available at all times, whether in Standard Support Hours or not, but it must have been expressly requested by the Customer during Standard Support Hours. The term “Disaster” used in this clause means fire, flood, or other force majeure, vandalism, theft or any similar cause of catastrophic failure which are beyond the Customer’s reasonable control.

1.5 Service Availability

The Service is available during Standard Support Hours, which are from 8 am until 1am GMT every Working Day during Northern Winter and 7am until 0am GMT in Northern Summer DST.
For reference only and take into account local DST:

Timezone	Opening Hours	Closing Hours
Central Europe	8am	1am
UK	7am	0am
Eastern Time	2am	8pm
Pacific Time	11pm (Sun-Thurs)	5pm

A Working Day is any day other than Saturdays, Sundays and 25 December. Customers can phone to request help during Standard Support Hours as part of any Emergency Support cover. Apart from disaster recovery (section 1.4) the appropriate resources needed to respond to and fix problems will be provided within Standard Support Hours.

1.6 Maintenance

Unless specifically mentioned in the Agreement Maintenance is not provided and only Support is Provided. Where maintenance is provided by Bicom Systems on a regular basis, to best guarantee the uptime of the system, a report will be provided monthly to the customer confirming the good standing of the following: hard disk space, RAM usage, CPU usage and should any of these be exceeding 60% on a regular basis, that is to say more than 25% of the time, then the customer will be alerted and advised of the action to take. This will be delivered by automated email.

Bicom Systems will also take responsibility to ensure that trunks are kept in a working condition. Bicom Systems will also take responsibility to ensure that sound quality remains of a good quality for a customer. This does not guarantee the sound quality for all customers as external issues such as service provider, local bandwidth and networking are outside the control or influence of Bicom Systems. Bicom Systems should however be able to demonstrate that it can perform calls and receive them correctly.

1.7 Service and Response Times

Bicom Systems aims to achieve at least the following response time targets.

In the event of a Major System Failure (see 2.3) Bicom Systems will respond as soon as possible but not later than within 30 (thirty) minutes of a fault being logged with the Bicom Systems support desk. In the event that the telephone system cannot be reinstated via remote telephone support, Bicom Systems will advise the customer of the necessary action and will provide continuous support services until the Major System Failure status has been cleared. "Hours" in this context means Standard Support Hours. During the repair process Bicom Systems will endeavour to restore all available configuration data which has been recovered.

For Minor System Failures (see 2.3) Bicom Systems will respond within the next working day of a fault being logged with the Bicom Systems support desk.

All other non-fault issues such as queries on product usage, changing of existing parameters or similar the Customer will raise as tickets Bicom Systems will respond within two working days of a ticket being logged with the Bicom Systems support desk. Bicom Systems will continue to work with the customer until the matter is resolved.

No software is perfect and the customer understands this. For all faults related to software the customer will be advised of the length of time required to resolve. This may vary considerably but it will be treated as developers first priority before any other commitments. Product Suggestions or requests to a change in the software that does not exist at present will be responded to with a quotation of the time required and corresponding cost.

1.8 Performance Guarantees and Penalties

In any given calendar month, if Bicom Systems fails to meet the response times defined in item 1.6 above, it will refund to Customer a sum equivalent to 100% of the fees paid to Bicom Systems under the Telephony System Service Level Agreement for that month.

The maximum refund (penalty) will be limited to 25% of the annual fees in any calendar quarter. Calendar quarters are defined as January to March, April to June, July to September and October to December.

The response time targets in section 1.6 above and the penalties in this section, do not apply to the disaster recovery service (section 1.4) where the Major System Failure in question is not due to a fault in the telephone system but is due to Outside Circumstances (see 2.4)/force majeure.

1.9 Data Security

Bicom Systems understands the importance of maintaining confidentiality and will make every endeavour to destroy (by erasure, reformat or by mechanical destruction) any data, contained on magnetic media or removable storage material used by the Customer and removed from the Customer's premises in the course of performing its duties under this agreement.

1.10 Replacement

Bicom Systems may replace the whole, or any part, of the Telephone System to achieve a Service objective. Following a Telephone System Fault any replacement will be of an equivalent or better specification, which

will immediately become the property of the Customer, and will immediately be covered by the Service, as part of the telephone System. The equipment replaced and removed will become Bicom Systems' property.

1.11 Support

For the most part, Support Consists of 'how do' questions or providing advice. The requests for such information may be submitted by ticket or by online chat. Bicom Systems provides these without limitation and with a view of working until a conclusion. For more details, please see: https://wiki.bicomsystems.com/Main_Page

Section 2: The Telephone System

2.1 Defined Terms

The Service is offered in relation to all System Faults, on the relevant Telephone System. This section explains what these and related terms mean. For clarity, every defined term is also in the glossary in the appendix to this Schedule.

2.2 The Telephone System

This means the Telephone System covered by the Invoice, as installed under Bicom Systems supervision at the location described in the Invoice. It will include all Standard Equipment, plus anything else specifically mentioned in the "Schedule of Equipment" attached to the invoice. This does not include the patch panel, fly leads, UPS or building cabling for non-inclusive example. Analogue handsets and public address system components are expressly not included in the Telephone System definition. It will include the software as described on the invoice and Bicom Systems' web site: https://wiki.bicomsystems.com/Main_Page

2.3 Telephone System Faults

Apart from disaster recovery the Service applies in relation to Telephone System Faults only. A Telephone System Fault is any failure of Functionality whatever, of the relevant Telephone System, as opposed to a failure caused by outside circumstances (see section 2.4). Please note that while the Service will include, where appropriate, the reloading of the latest configuration, loss of data is not regarded as a Telephone System Fault but as a back-up failure. It is the Customer's responsibility to ensure that it has a reliable contemporary back-up at all times. (See section 2.5) . Nor is it a failure of the Telephony Systems that any one or group of customers cannot register with the system or that the voice quality of a minority is of a poor condition.

Major System Failure is defined as a fault which results in a failure of the majority of the subscribers having available service.

Minor System Failure is defined as a fault which results in a failure of only a minority of the subscribers having available service.

2.4 Outside Circumstances

The Service does not extend to correcting faults caused by outside circumstances beyond Bicom Systems' reasonable control, and such faults are not regarded as Telephone System Faults. Such circumstances include (but are not limited to) the following, which are listed for guidance only.

2.4.1 Circumstances other than at or in relation to equipment at, the location of the Telephone System as described on the Invoice (or at different locations previously approved by Bicom Systems in writing).

2.4.2 Failure or fluctuation of electric power, air conditioning, humidity control or any other environmental conditions.

2.4.3 Failure of incoming telephone supply lines of Yes Telecom or any other telephony service provider, regardless of whether these lines have been ordered and supplied by Bicom Systems on behalf of the Customer.

2.4.4 Accident, transportation, neglect, misuse or any other fault of the Customer, its employees or agents or of any third party.

2.4.5 Any fault in an attachment or associated equipment (whether or not supplied by Bicom Systems) which does not form part of the Telephone System.

2.4.6 Recovery or reconstruction of any third party programs or of data lost or spoiled as a result of any Telephone System Fault or other fault in the Telephone System.

2.4.7 Force majeure, fire, flood, war, act of violence, theft, vandalism or any other similar occurrence.

2.4.8 Any attempt by a person other than Bicom Systems' approved personnel to adjust, repair or maintain the Telephone System.



- 2.4.9 Repair or renewal of tapes, floppy disks, printing cartridges or other consumable supplies.
- 2.4.10 Any failure of removable storage media.
- 2.4.11 The use by the Customer of media of an inadequate quality, including paper and magnetic media.
- 2.4.12 Breach by the Customer of section 2.5.

Note that most of these circumstances are in the Customer's control or will be covered by normal prudent insurance. Customers are advised to insure against the cost of retrieving or re-entering data. Bicom Systems will (if it is able) at the request and expense of the Customer repair or replace any part of the Telephone System which has failed for a reason other than telephone System Fault for so long as the Customer first accepts Bicom Systems' written quotation for that repair or replacement.

2.5. Customer Obligations

Proper usage, operation and elementary care for the Telephone System are the Customer's responsibility and are outside of Bicom Systems' control. As a condition of Bicom Systems providing the Service the Customer must adhere to the following requirements. Bicom Systems will not be liable for any fault caused by a Customer's breach of these obligations:

- 2.5.1 Ensure that proper environmental conditions are maintained for the Telephone System, and maintain the accommodation of the Telephone System in good condition as well as the cables and fittings associated with it and the electricity supplied to it.
- 2.5.2 Not make any modification to the Telephone System without Bicom Systems' prior written consent, which will not unreasonably be withheld.
- 2.5.3 Save as stated above, not attempt to adjust, repair or maintain the Telephone System and not request, permit or authorise anyone other than Bicom Systems to carry out the adjustments, repairs or maintenance of the Telephone System.
- 2.5.4 Use on the Telephone System only those consumables which the manufacturer has recommended in writing.
- 2.5.5 Make available to Bicom Systems such programs, operating manuals, licences and information as may be needed for Bicom Systems to perform its Service obligations and, if requested by Bicom Systems, provide staff familiar with the Customer's programs and operations, those staff to co-operate fully with Bicom Systems personnel in the diagnosis of any Telephone System Fault.
- 2.5.6 Adopt a full back-up procedure with adequate magnetic tape storage or removable storage materials, as recommended and amended from time to time, and at all times keep a record of the back-up in a form to be approved by Bicom Systems, at Bicom Systems' request providing Bicom Systems with copies of the entries and allowing Bicom Systems to inspect that record at all reasonable times. It is recommended that the backup procedure is validated at regular intervals.
- 2.5.7 Provide that the Customer's expense such telecommunication facilities as reasonably required by Bicom Systems from time to time, for testing, diagnostic and support purposes.
- 2.5.8 Keep all security and back-up copies of the Customer's programs, databases, and computer records in accordance with Bicom Systems back-up documentation and training.
- 2.5.9 Ensure that any deliveries arranged by Bicom Systems to the Telephone System location are accepted in good condition in accordance with the courier's trading terms.
- 2.5.10 To provide Bicom Systems with the details of all relevant service providers and the authority to act on behalf of the customer to resolve any issues with the provision of service.
- 2.5.11 Customer will provide Bicom Systems with a sample of each kind of router, endpoint being used and will limit the number of such devices to one kind of route and two endpoints.

MODELS : Router :

Endpoint 1 :YEALINK

Endpoint 2 : POLYCOM

- 2.5.12 Customer will provide UPS (Universal Power Supply) with a minimum of 30 minutes at 10,000 watts.
- 2.5.13 All end users will be connected to the COMMSware install by dedicated broadband IP connectivity with a minimum 100 kps/user.
- 2.5.14 for billing any premises box will have to pass calls through the COMMSware to create an account and records

2.6 Limitation of Liability

2.6.1 Nothing in these terms excludes Bicom Systems' liability for death or personal injury resulting from its negligence.

2.6.2 If direct damage to Customer property is caused by the negligence of Bicom Systems, the maximum liability of Bicom Systems will not exceed €1 million in total for all claims in respect of the incident in question, or any related incidents.

2.6.3 Save for its provision of the Service, for its payment of penalties in accordance with section 1.7 and subject to section 2.6.1, Bicom Systems will not in any circumstances be liable, whether under the law of contract, tort or otherwise, for any loss or damage, direct or indirect, arising out of, or in connection with the provision, or non-provision, of any services under this agreement, or otherwise in any connection relating to the operation, maintenance or repair of the Telephone System, in any amount exceeding the annual value of the entire Service fee. In no event will Bicom Systems be liable for consequential, special, indirect or economic loss or damage. The Customer will indemnify Bicom Systems immediately on demand against any claim, loss or expense incurred or received by Bicom Systems if or to the extent that it relates to damage or loss suffered by the Customer but for which Bicom Systems is, under this Schedule, not to be considered liable.

2.7 Force Majeure

Notwithstanding any other provision in this Schedule, neither party will be liable to the other for any delay in performing its obligations under this Schedule if (and to the extent that) the delay is caused by circumstances beyond its reasonable control. Such a circumstance would include any delay caused by an act or omission of the other party. Delay by a party's sub-contractor or supplier will only relieve that party from liability from delay if the delay is beyond the reasonable control of the sub-contractor or supplier concerned. The delaying party must promptly notify the other party in writing for reasons for the delay, and the estimated duration of the delay. Subject to that, the delayed obligations will be suspended for as long as the relevant circumstances persist, and the delayed party is granted an extension of time for performance equal to the period of that delay.

Section 3: Terms and Conditions

3.1 The Contractual Terms

The contract under which Bicom Systems will provide the Service to the Customer comprises this Schedule of Services, the invoice or quotation (complete with the Schedule Equipment accompanying it), under cover of which this Schedule was notified to the Customer ("the Invoice"), and any covering letter from Bicom Systems expressly setting out other terms or conditions as applicable to that contract. In case of inconsistency such a covering letter will over-ride the Invoice, which will over-ride this Schedule. This contract ("the Contract") supersedes all prior agreements and understandings between the parties and sets out the entire agreement between the parties relating to its subject matter. Any previous such agreement therefore terminates with immediate effect. No other contractual terms will apply. In entering into this agreement the Customer confirms that it has not been induced to do so by any prior representations or warranties, and is relying solely on the express promises by Bicom Systems set out in the Contract. Every provision of the Contract is severable from any other, so that if one provision proves to be void or unenforceable the remainder will be enforceable nonetheless.

3.2 Amendment and Waiver

The Contract may be amended, and rights under it released or compromised, only by express written agreement between the parties, save as follows. If Bicom Systems notifies a proposed amendment to the Contract when (or before) it invoices for a new 12 month period of the Contract, the Customer will be deemed in paying that invoice to have accepted the proposed amendment. No forbearance, delay or indulgence by either party in enforcing a right under this contract will prejudice or restrict the rights of that party. No waiver by a party of a breach will be deemed to imply a waiver of any subsequent breach, or of the right so breached.

3.3 The Parties

Neither party may assign or otherwise transfer the benefit of this contract, or of any right or obligation under it, unless with the express prior written consent of the other. This agreement is personal to the parties, but will be enforceable to the benefit of their personal representatives, successors and assigns. Where the

Customer consists of more than one person, acting in partnership or otherwise, all Customer obligations under this agreement will be borne jointly and severally by each such person. In that event whatever representative the Customer appoints to deal with Bicom Systems in relation to the Contract will be deemed to have full authority from each person so to do.

3.4 Charges

So long as the Contract continues the Customer will pay to Bicom Systems its annual system maintenance charge, in advance, within 14 days from receipt of invoice. For the initial Period that charge will be as quoted or invoiced. After that Bicom Systems may increase the charge annually in line with any charge in its standard scale of charges, so long as it gives at least 30 days prior written notice. The Customer can always then terminate the Contract if it wishes, with effect from the date on which the increase would occur, so long as the Customer gives written notice at least 14 days before that date.

3.5 Term and Termination

The Service will be available for as long as the Contract remains in force. It will come into force on the date of installation of the Telephone System. It will remain in force for an Initial Period of twelve (12) calendar months. Then it can be brought to an end by either party by at least ninety (90) days written notice expiring at any time after the Initial Period.

Notwithstanding the section of clause 3.5 above either party can terminate the Contract immediately by written notice at any time if the other:

3.5.1 Breaks any of its obligations under the contract in a significant respect and (if the breach is capable, on a reasonable view, of being remedied and does not consist of a failure to pay when due) fails to rectify the breach within thirty (30) days of written notice to do so.

3.5.2 becomes bankrupt, or compromises with its creditors generally, or is the subject (or whose assets are the subject) of a winding up, administration, receiver, liquidator, trustee in bankruptcy, or similar or ceases or threatens to cease to carry on in business.

3.6 Suspension of Service

Bicom Systems may at any time, on written notice to the Customer, suspend provision of the Service if any of the circumstances defined in section 3.5 applies to the Customer, or if the Customer is overdue with any payment to Bicom Systems (whether or not under the Contract) or is so seriously or regularly in breach of section 2.5 ("Customer Obligations") as to make effective provision of the Service impractical or significantly more onerous.

3.7 Notices

Any notice required for the purposes of this Schedule will be effective only if in writing and transmitted by first class post. If by hand it will be treated as served when left at our communication address as stated in the Invoice or, if it is for the Customer, then at either its last known principle address or the agreed location of the Telephone System. If by post it will be treated as served on the second working day after the day of posting to the relevant address mentioned above.

3.8 Dispute Resolution

3.8.1 If any dispute arises between parties under the Contract representatives of the parties will, within 30 days of a written request from either party meet in a good faith effort to resolve the dispute.

3.8.2 If the dispute is not so resolved either party may propose to the other in writing that the matter be referred to a non-binding mediation and if that proposition is accepted the matter will be referred to persons agreed between the parties or, who will adopt such mediation procedures as seem appropriate in all the circumstance.

3.8.3 The parties intend to co-operate in implementing the above procedures, however either party may withdraw at any time on written notice to the other, from any negotiations and mediation and may institute arbitration or court proceedings as appropriate.

3.8.4 Any dispute not resolved by discussion or mediation will, on one party serving notice on the other, be referred to the arbitration of a single person to be mutually agreed by the parties or, if they fail to agree within 14 days of the notice mentioned above, then appointed by the President of the Law Society in England & Wales.

3.8.5 Any arbitration will be governed by the relevant provisions of the Arbitration Acts 1950 and 1979, as amended from time to time, and the parties agree to be bound by the arbitrator on all matters including how the costs of the arbitration are to be borne.

3.9 Governing Law

The Contract of which this Schedule forms part will be governed by English law and the parties submit to non-exclusive jurisdiction of the English courts.

Section 4: Software Updates

explains what are Updates, Minor & Major Upgrades, how they are obtained and how bugs are treated.

4.1 Updates are corrections to code submitted. These are released regularly and will include bug fixes.

4.2 Upgrades are improvements of features and functions. Major being the involvement of fundamental changes to the working of the software and longer term release features held over a longer cycle of typically eighteen (18) months. These are notated in the release number as 1.x, 2.x, 3.x ... Minor being changes to specific features and may be applied automatically without consideration to the stability of the system. These are notated in the release number as x.1, x.2, x.3 ...

4.3 Both Updates and Minor Upgrades are notified as available through the software interface and may be downloaded and installed. These are included within a support package and provide an ever continuing improvement to the customer.

4.4 Major Upgrades require manual intervention that must be effected by a skilled Engineer. This will invariably require a small cost to cover the labour. Typically this will be half-day of labour however it may be considerably more if patches have been applied.

4.5 A bug is defined as the failing of a feature to function correctly. Bugs are categorised in the following manner: Critical, Major and Minor. Critical risks the functioning or security of the entire system such that most calls would not pass. Major risks the functioning of a feature as to impair the usage greatly. Minor risks the full enjoyment of the systems without any serious affect on the daily activity of the users.

4.6 Critical bugs will be worked upon constantly until solve. Major bugs will be worked upon at the earliest possible convenience. In both cases patches will be issued ahead of any release. Minor bugs will be added to the next release or later releases.

The Schedule: