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| unified communications agreement  VOICE & DATA SOLUTIONS |

unified communications agreement

**BETWEEN** **Unit 9, Cleveragh Business Park, The Back Avenue, Cleveragh, Sligo, F91 XH64** (“Supplier”)

**AND** **[Click here to enter Full Legal Name of Customer]** at **[Click here to enter address of Customer]** (“Customer”)

Background

1. Supplier provides unified communications solutions and services to meet its customers’ voice and data requirements.
2. The Supplier and the Customer have agreed that the Supplier will provide a unified communications solution for calling and other supported capabilities and handsets and devices and services to the Customer, in accordance with this agreement.

This Agreement includes this page (including the execution provisions below) and:

* The Schedule – Summary information which includes pricing, term and other items;
* Appendix 1 – Unified communication solution and services details,
* Appendix 2 – Calling and supported capabilities,
* Appendix 3 – Pricing,
* The terms and conditions; and
* All attachments to the above.

**Executed as an agreement**

|  |  |  |  |
| --- | --- | --- | --- |
| Signed by **Compupac IT Solutions Ltd** by its duly authorized: | | Signed by by its duly authorized signatory: | |
| Signature: |  | Signature: |  |
|  |  |  |  |
| Name: |  | Name: |  |
|  |  |  |  |
| Title: |  | Title: |  |
|  |  |  |  |
| Date: |  | Date |  |

schedule

1. Supplier: Contact Details

|  |  |
| --- | --- |
| Physical Address: | Unit 9, Cleveragh Business Park, The Back Avenue, Cleveragh, Sligo, F91 XH64 |
| Postal Address: | Unit 9, Cleveragh Business Park, The Back Avenue, Cleveragh, Sligo, F91 XH64 |
| Email: | Sales@compupacit.ie |
| Attention: | Garth McManus |

1. Customer: Contact Details

|  |  |
| --- | --- |
| Physical Address: |  |
| Postal Address: |  |
| Email: |  |
| Attention: |  |

1. Customer: Billing Information (if different to above)

|  |  |
| --- | --- |
| Physical Address: |  |
| Postal Address: |  |
| Email: |  |
| Attention: |  |

1. Key Contact Personnel

|  |  |
| --- | --- |
| Supplier | Garth McManus |
| Customer |  |

1. Unified Communications (UC) Solution and Services

|  |
| --- |
| Refer to attached Appendix 1 for details of the UC Solution and Services to be provided by the Supplier. The UC Solution is based on the following third party platform:  IP Telecom Hosted Voice |

1. Calling and Supported Capabilities

|  |
| --- |
| Refer to attached Appendix 2 for details of the Calling and Supported Capabilities for the UC Solution.  Guidance note: You could choose to specify key aspects of the Calling and Supported Capabilities which the Customer has requested, in this part 6. To do this insert use the following words and insert details below in this part 6 (otherwise delete the following):  ‘*The Calling and Supported Capabilities include the following, as requested by the Customer. Full details of the Calling and Supported Capabilities are included in Appendix 2:*  [identify the key aspects here]*’* |

1. Handsets and Devices

|  |
| --- |
| Refer to attached Appendix 3 for details of the Handsets and Devices to be provided by the Supplier.  Guidance note: you could choose to include summary information about the Handsets and Devices in this part 7 but we recommend not including lengthy details of Handsets and Devices in this part 7 – include those details in the pricing appendix (Appendix 3) instead. |

1. Pricing and payment

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Pricing Summary | Pricing  Details are provided in Appendix 3, attached.  Guidance note: Summarize the pricing below. The example summary table below matches into the pricing in Appendix 3, so if you change the items in the table below, change Appendix 3 also, so that the table below and Appendix 3 are consistent with each other.   |  |  | | --- | --- | | **UC Solution Set up: one-off charges** | $[ ] | | **Third Party Platform charges** | $[ ] [monthly/annually] Guidance note: delete either monthly or annually as applicable | | **Monthly recurring charges** | $[ ] | | **Call rates** | For specified call types (refer Appendix 3) | | **Handsets and devices** | $[ ] | | **Additional Services** | Refer Appendix 3 attached | | **Hourly rates** | Refer Appendix 3 | | **Disengagement charges** | Refer Appendix 3 |   Specify currency and whether prices are inclusive or exclusive of relevant taxes or duties.  If pricing could vary due to exchange rate fluctuations, specify this and which charges could fluctuate. To do this, you could asterisk the relevant charges and put the corresponding asterisk below the table with a note: ‘*This charge may vary with exchange rate fluctuations*.’ |
| Payment | Payments are due on the 16th of each month with one month in advanced for new agreements. Current agreements are 30 days in arrears.  Payment will be made through Direct Debit agreement on the 16th of the month following the date of invoice.   * Set up, annual charges: 16th of the month following date of invoice. * Monthly recurring charges: Monthly in advance. * Monthly usage charges: Monthly in arrears. * All other payments: 16th of the month following date of invoice. |
| Price increases | Guidance Note: If the agreement will continue on a monthly basis, use option A below. If the agreement will have a fixed term, use option B below. Delete the option you do not use (delete A or B below):   1. Pricing may be increased on written notice to the Customer with any such increase taking effect on the date specified in the notice being not less than four weeks’ from the date that the notice is issued. 2. Pricing may be increased by the Supplier for the next Renewal Term of this Agreement on [specify number of weeks’ notice you will give for price changes that will apply from the start of the next Renewal Term, for example ‘six weeks’, see guidance note below] notice in writing to the Customer, and otherwise as described below.   Guidance notes   1. The number of weeks notice that you include above should allow for the notice of price increase to be given before the Customer is required to give notice (if they choose to) that they do not want the agreement to renew. 2. Specify below any price changes that could apply during the term (for example third party price changes that you need to be able to pass on to your customers). As an alternative to identifying these other price changes below, you could state: ‘*Refer to Appendix 3 for price increases that may apply, due to third party price increases, during the term of this Agreement (and not necessarily on commencement of a renewal term).*’ If you choose this alternative make sure that you specify in Appendix 3 any prices that could increase due to third party price increases.   These charges could increase during the term of this Agreement (and not necessarily on commencement of a Renewal Term):  [specify the third party charges that could increase *during* the Initial Term or during a Renewal Term] |

1. Term

|  |  |
| --- | --- |
| Commencement date: | Date of signing of this Agreement by both parties. |
| Set-up Period | [specify set-up period. This could be specific dates or you could specify ‘Within [number of Working Days] following Commencement Date’] |
| Term: | Guidance Note: If the agreement will continue on a monthly basis, use option A below. If the agreement will have a fixed term, use option B below. Delete the option you do not use (delete A or B below):   1. No fixed term.   This Agreement continues on a monthly basis until:   1. terminated by the Customer on written notice to the Supplier. In this case, the date of termination will be the last day of the month in which the notice of termination is received by the Supplier. 2. Terminated by the Supplier provided that, except for any termination under clause 13 of the terms and conditions, the Suppler is not permitted to terminate this Agreement prior to expiration of [12 months] from the Commencement Date.   The Customer will be required to pay all amounts due up until the date of termination and will remain obligated to pay any invoices issued prior to the date of termination including any invoices for one-off charges or for license or SaaS charges for the UC Solution.  No refund will be provided for any pre-paid amounts (and no pro-rata payments will apply) including where the Customer wishers to cease using the UC Solution prior to the end of the current monthly billing period. |
|  | 1. Agreement has a fixed term as follows:   Initial Term [specify initial term]  Renewal Terms [specify renewal terms]  Unless earlier terminated under clause 13 of the terms and conditions, on expiration of the Initial Term or any subsequent Renewal Term, this Agreement will automatically renew for the renewal term unless either party notifies the other party that it does not wish this Agreement to renew in which case this Agreement will terminate on expiration of the Initial Term or Renewal Term as applicable.  Refer clause 13 of the attached terms and conditions. |

1. Order of precedence

|  |  |
| --- | --- |
| Order of precedence: | If there is any inconsistency between the parts of this Agreement, the following order of precedence applies to the extent of that inconsistency (listed high to low priority):   * + 1. Terms and Conditions, and any appendix to the terms and conditions,     2. The Appendices, and attachments to the Appendices,     3. The Schedule. |

1. Supplier’s insurance

Guidance note: delete if Supplier does not wish to provide this insurance information

|  |  |
| --- | --- |
| Professional indemnity insurance | [Click here to specify amount of insurance] |
| Public liability insurance | [Click here to specify amount of insurance] |
| [Click here to specify any other applicable type of insurance] | [Click here to specify type and amount of insurance] |

## APPENDIX 1

UC Solution and services

Guidance note: The content in this Appendix is a guide only. Additional or different details may be relevant for your UC Solution. The content under each heading below will need to be modified to suit the UC Solution offering.

1. Set up

The Supplier will implement the UC Solution during the Setup Period by undertaking the tasks outlined below:

[provide a description/list of the tasks to be provided by the Supplier to implement the UC Solution, including implementation of UC Solution and for example porting or providing new phone numbers, training etc.]

The set up tasks do not include the following, which are out of scope:

[specify out of scope tasks that the Customer should be aware of]

If services are provided by the Supplier in relation to out of scope services identified above, or for any other services not included in the outline of services above, those services will be charged at the Supplier’s then current hourly rates.

To the best of Supplier’s knowledge, based on information made available to the Supplier by the Customer prior to the date that the Supplier signed this Agreement, the set up work described above (and taking account of the specified out of scope tasks) is an accurate description of the tasks that need to be undertaken to implement the UC Solution for the Customer.

1. UC Solution

[Specify the platform and other components that you are providing (note that handsets and end-user devices are to be specified separately in Appendix 3)]

All Third Party Products and Services are supplied subject to the applicable Third Party Terms, available on request from the Supplier or via the links below:

* UC Platform: [insert link];
* [list other components for which you will provide links to applicable third party terms.]

The Third Party Terms apply directly between the applicable Third Party Provider and the Customer. By signing this Agreement, the Customer accepts the Third Party Terms, as may be updated by the appliable Third Party Provider from time to time.

Guidance note: you could use the following outline and modify as required for the UC Solution you are providing.

The UC Solution to be provided by the Supplier includes the following:

1. Third Party Platform: [specify the third party platform to be provided]

Hosting: [specify where the Third Party Platform will be hosted. If the choice of Third Party Platform means there is no choice on where to host (for example if Third Party Platform is Microsoft Teams), specify ‘Determined by Third Party Provider’ or something similar. If it will be on-premise specify that and provide details]

1. SIP Trunk/lines [provide any details you wish to share with the customer or state: ‘Refer to Appendix 3’, note that the quantity for pricing purposes will be included in Appendix 3]
2. Other Third Party Components (excluding handsets and end-user devices which are covered in attachment 2 to Appendix 3):

Out of scope:

[specify out of scope items in respect of supply of the UC Solution. For example if the Customer is purchasing an on-prem solution and is sourcing the server itself, specify that component as an out of scope item]

1. Change Control

3.1 Changes to the UC Solution will be controlled as set out in the change control document attached as an Attachment to this Appendix.

OR

3.1 Changes to the UC Solution will be controlled by email or other written communication between the parties. Where a change to the UC Solution requires a change to the pricing for the UC Solution, that pricing change will be notified by the Supplier to the Customer in writing and will be implemented and charged to the Customer accordingly unless the Customer notifies the Supplier within [insert number of days, for example ‘five’] Working Days following the notification being issued to the Customer.

Guidance notes: There are two options for 3.1 above, delete the one you do not want to use. The first 3.1 is for use if you want to manage changes using the process in the change control document (attached) and the second 3.1 is for use if you want to manage changes by email or other written communication without a change control document.

1. **Customer responsibilities**

[Click here to describe the Customer’s responsibilities, including for example procurement of dedicated bandwidth on specified grade of internet service.]

1. **UC Solution Availability**

The following is in place to maximize UC Solution availability, subject always to the Exception Factors in section 6 below:

[specify what is in place to maximize UC Solution availability]

The Supplier will implement the above safeguards (if any) but as the UC Solution includes components that are outside of the control of the Supplier, the Supplier gives no guarantee as to the availability of the UC Solution.

Guidance note: if you are providing a percentage availability level, modify the above statement accordingly.

The Supplier has made the following recommendations to the Customer which the Customer has not accepted:

[specify any recommendations made by the Supplier to ensure better UC Solution availability but which the Customer has not taken up]

1. **Exception Factors**

Where any of the following Exception Factors apply, the UC Solution will or may be unavailable to the Customer:

1. Failure of the Customer to meet the Customer responsibilities identified in section 4 of this Appendix,
2. Issues arising from the Customer’s internet connection (including internet outages), including where the Supplier has provided the internet service (if the Supplier has provided the internet service, the Customer may have recourse under a separate agreement with the Supplier, but not under this Agreement),
3. Hosting provider outages,
4. Lack of availability or outages of telecommunications networks,
5. The failure or poor performance of the Customer’s power source and/or power supply,
6. Any exception, exclusion or other factor described in the Third Party Terms which, if present, adversely impacts the use of the UC Solution and so in turn could cause the UC Solution to be unavailable or disrupted,
7. Any changes or modifications made to the UC Solution or to any part of the Customer’s IT environment (including cloud components of the Customer’s IT environment) except where made or approved by the Supplier,
8. Issues resulting from the Customer’s use of infrastructure (including IaaS), software or services (other than the UC Solution),
9. The Customer not acting on a recommendation from the Supplier (given in writing) that additions or changes to the UC Solution are required,
10. Any third party act, omission or circumstance which results in unavailability of all or any aspect of the UC Solution, whether malicious or not (other than where the third party is a subcontractor engaged by the Supplier) or any unauthorized access to the UC Solution; or
11. A Force Majeure Event.

Guidance note: Modify the Exception Factors as appropriate.

1. **Service Credits**

Guidance Note: Delete this section 7 if you do not wish to provide Service Credits.

The Customer may claim Service Credits from the Supplier in the following circumstances:

[specify when Service Credits will be provided for example you could specify ‘*where the UC Solution has been continuously unavailable for [specify time period] and evidence of this unavailability is provided to the Supplier’*]

[specify process for Customer to claim Service Credits]

Service Credits do not apply where the failure has not arisen due to an Exception Factor (see section 6 above).

1. **Support Services**

The Customer may log service requests in respect of any Incident. Where the Customer logs a service request which is not for an Incident, the Supplier may charge for investigating and/or providing remedial support for that service request at the then current hourly rates. Where applicable, the Supplier will escalate the service request to the relevant Third Party Provider in which case the Service Levels will cease to apply for that service request.

|  |  |
| --- | --- |
| **Service request logging procedure** | Servcie Desk Portal: [Client Area - Compupac IT Solutions](https://compupacit.ie/client-area/)  Phone: 0819 925 365  Email: [support@compupacit.ie](mailto:support@compupacit.ie) |
| **Telephone request hours** | Monday - Friday  9am - 1pm, 2pm – 5:30pm  Closed for Lunch 1pm – 2pm |
| **Authorized Contacts** | Barry Guckian, Pauline Grennan |
| **Customer obligations** | When logging a ticket please give the following:   * End User Name, * Email Address, * Contact Number, * Description of Issues, * Screenshots (if available). |

1. **Service Levels (SLAs)**

|  |  |  |  |
| --- | --- | --- | --- |
| Priority | Priority Definition | Response Time | Target Remedy Time |
| Priority 1  Critical | An unplanned incident causing loss of service to multiple users. | 1 Hour | 2 Hours |
| Priority 2  Serious | Individual user unable to work.  Reduced functionality causing severe disruption to the completion of business critical tasks. | 2 Hour | 4 Hours |
| Priority 3  Moderate | User experiencing a problem. Reduced functionality causing some disruption to the completion of business critical tasks. | 4 Hour | 8 Hours |
| Priority 4  Minor | Non-Urgent request or query. Reduced functionality resulting in minimal impact to users. | 1 Day | 5 Days |

Where any of these exclusions apply, the Service Levels do not apply.

* + 1. The Exception Factors.
    2. [specify any other relevant service exclusions].

1. **Additional Services**

Refer to ‘Additional Services’ in Appendix 3.

attachment to appendix 1

**CHANGE control document**

**UC Solution**

Guidance Note: Delete this attachment if you will not use it. Refer to section 3 of Appendix 1. If you choose the second option for 3.1 in section 3 of Appendix 1, you will not need this Appendix and so it should be deleted.

Except as described in this Change Control document, there is no change to the UC Solution provided under the UC Solution Agreement between the Supplier and Customer.

**Supplier Consultant:** [Click here to insert Supplier Consultant name]

**Proposed change to UC Solution**: [Click here to provide a detailed description or refer to relevant document detailing change]

**Price for change described above or basis of pricing:** [Click here to specify price for change or basis of price change]

**New price for relevant component of UC Solution:** [Click here to specify new price]

**Accepted by and on behalf of the Customer**

**by its authorized signatory:**

|  |  |
| --- | --- |
| Signature: |  |
|  |  |
| Name: |  |
|  |  |
| Title: |  |
|  |  |
| Date: | / / |

## APPENDIX 2

calling and supported capabilities

The Customer acknowledges and accepts that availability and quality of the Calling and Supported Capabilities is dependent on availability of the UC Solution and is also dependent on other factors which are out of the Supplier’s control. The Supplier gives no guarantee as to the availability or quality of the Calling and Supported Capabilities.

Guidance note: modify the above statement to suit the assurances you wish to provide.

[insert details of the calling and supported capabilities for the UC Solution for this Customer]

## APPENDIX 3

pricing

Guidance notes:

1. The content in this Appendix is a guide only. Additional or different details may be relevant for your UC Solution and Services. The content under each heading below will need to be modified to suit your UC Solution and Services offering.
2. Specify currency and applicable taxes
3. **UC Solution Set-up: one-off charges** (note Third Party Platform charges are in section 2 below)

|  |  |
| --- | --- |
| Set up tasks: Supplier Services  Guidance note: list the set up tasks to be undertaken by Supplier and pricing for each. If any customization/integration services will be supplied, include this in the list | $[ ] |
| Set up tasks: Other Services (for example, third party services) | $[ ] |
| **TOTAL (one-off)** | $[ ] |

1. **Third Party Platform: annual charges**

Guidance note: If charges will be monthly not annual, delete this section 2 or specify ‘not applicable’ and add monthly charges for Third Party Platform into monthly recurring charges section below.

|  |  |
| --- | --- |
| License/SaaS fees for Third Party Platform | $[ ] |
| **TOTAL (annually)** | $[ ] |

1. **Monthly Recurring Charges** (note Third Party Platform charges are in section 2 above if charged annually)

|  |  |
| --- | --- |
| SIP trunk | $[ ] |
| Hosting | $[ ] |
| [specify other monthly recurring items and applicable monthly charge] | $[ ] |
| **TOTAL (monthly)** | $[ ] |

1. **Call charges**

|  |  |
| --- | --- |
| Call rates  Guidance note: you could choose to include call rates in this table instead of in an attachment. | See Attachment 1 to this Appendix |

1. **Handset and devices**

|  |  |
| --- | --- |
| Handsets  Devices  Guidance note: you could choose to include pricing for handsets and devices in this table instead of in an attachment. | See Attachment 2 to this Appendix  See Attachment 2 to this Appendix |

1. **Additional Services**

Guidance note: It is anticipated that set-up services including customization/integration will be covered in section 1 above)

|  |  |
| --- | --- |
| [specify the Additional Services] | $[ ] |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

1. **Hourly rates** (applicable for out of scope work including for investigation and remedial work on service requests that are not Incidents or for work not otherwise expressly covered by the monthly charges)

|  |  |
| --- | --- |
| [specify role] | $[ ]/hour |
| [specify role] | $[ ]/hour |

1. **Disengagement services and charges**

|  |  |
| --- | --- |
| Early termination charges  (payable for termination prior to expiration of applicable term) | $[ ] |
| [specify other disengagement charges] | $[ ] |
|  |  |
|  |  |
|  |  |

1. Price increases

All pricing is subject to price increases as specified in part 8 of the Schedule. If not specified in the schedule, hourly rates may be increased by the Supplier not more than once in any 12 month period.

### **ATTACHMENT 1 TO APPENDIX 3**

**call rates**

[Insert details of call types and applicable call rates]

attachment 2 to appendix 3

**handsets and devices**

[Insert details of handsets and devices for the Customer and corresponding pricing]

Unified Commuinications Agreement

Terms and conditions

1. Scope of Agreement
   1. The Supplier will provide the UC Solution and Services to the Customer to enable Calling and Supported Capabilities, in accordance with this Agreement.
2. Term
   1. This Agreement commences on the date that it is signed by both parties.
   2. This Agreement remains effective as described in part 9 of the Schedule or until terminated by either party under clause 13.
3. Trial
   1. If a Trial is available to the Customer and the Customer elects to use the Trial UC, the Customer acknowledges that use of Trial UC is subject to these terms and conditions.
   2. Trial period
      1. The Trial will commence when the Trial UC is made available to the Customer. In order for the Trial UC to be available to the Customer, the Customer will be required to follow the steps outlined to the Customer by the Supplier. The Customer acknowledges that the Trial is for the Trial UC only and is subject to any limitations that apply to the free trial offer. The free trial will end on expiration of the Trial Period, unless terminated earlier under these terms and conditions.
   3. Provisioning for Trial
      1. The Supplier will provide the Trial UC to the Customer in accordance with these terms and conditions. The Supplier will:
         1. Provide the Customer with access to the Trial UC;
         2. Provide assistance with use of the Trial UC as reasonably requested by the Customer. The assistance will be available from the Customer during the hours notified by the Supplier. If no hours are notified, the Supplier will use reasonable endeavours to provide assistance during the Supplier’s Working Day.
   4. If there is any conflict or inconsistency between this clause 3 and the other provisions of these terms and conditions or any other part of this Agreement, this clause 3 takes priority to the extent of that conflict or inconsistency.
4. UC Solution, Services, Calling and Supported Capabilities
   1. **Provision of UC Solution:** The Supplier will provide the UC Solution to the Customer in accordance with this Agreement. The UC Solution is provided to the Customer on a non-exclusive basis and the Customer’s right to use the UC Solution is not transferable.
   2. **UC Solution Availability:** The availability of the UC Solution is dependent on factors outside of the Supplier’s control and as such the Supplier cannot and does not warrant that the UC Solution will be continuously available or available without interruption. Without limiting the earlier part of this clause, the Customer acknowledges that availability of the UC Solution is subject to the Exception Factors. Where emergency maintenance is necessary or where unplanned outages occur, this will be notified to the Customer as soon as possible after coming to the Supplier’s attention.
   3. **Exception Factors:** The Exception Factors are specified in section 6 of Appendix 1.
   4. **Third Party Terms:** The Customer acknowledges that the Third Party Terms have been made available to the Customer and that by entering into this Agreement (of which these terms and conditions form part) the Customer accepts the Third Party Terms.
   5. **Services:** The Supplier will:
      1. Provide the Supplier Services to the Customer,
      2. On request from the Customer, provide the requested Additional Services subject to any agreed applicable work order or proposal which may be issued by the Supplier in respect of the Additional Services.
   6. **Calling and Supported Capabilities:** The Customer provides an acknowledgement and acceptance in respect of the availability and quality of the Calling and Supported Capabilities in Appendix 2.
   7. **Emergency calls:** The Customer acknowledges and accepts the limitations of the UC Solution in respect of emergency calls as specified in the appendix to these terms and conditions.
   8. **Permitted Use and Restrictions:** The Customer must use the UC Solution and the Calling and Supported Capabilities for lawful purposes only and, without limiting the earlier part of this clause, must not use the UC Solution or the Calling and Supported Capabilities for any Restricted Activities.
   9. **Support:** The Supplier will provide [second level support] in resolving issues in respect of the Customer’s access or use of the UC Solution, on receiving a request for assistance in writing from the Customer (logged as specified by the Supplier). This assistance does not extend to any issues arising with access or use of the UC Solution that in the Supplier’s reasonable opinion are due to an Exception Factor or otherwise due to the Customer’s or any third party’s services or products that are not part of the UC Solution. The support under this clause will be available during the hours notified by the Supplier in Appendix 1. If no hours are notified, the Supplier will use reasonable endeavours to provide the support during the Supplier’s Working Day. The Supplier may charge the Customer, at its then current hourly rates, for any assistance requested by the Customer which is beyond the assistance described in this clause. The Customer acknowledges that technical issues raised by the Customer may be escalated by the Supplier to the relevant Third Party Provider.
5. Handsets and Devices
   1. Unless specified otherwise in attachment 2 to Appendix 3, the Handsets and Devices are sold to the Customer under this Agreement and:
      1. title to the Handsets and Devices will pass to the Customer on payment in full to the Supplier for the Handsets and Devices,
      2. It is the Customer’s responsibility to insure the Handsets and Devices on and from the date(s) of delivery of the Handsets and Devices to the Customer.

Guidance notes:

1. If Handsets and Devices are not being sold to the Customer, specify the basis of supply in attachment 2 to Appendix 3, in which case additional provisions or reference to a separate supply agreement may be required (for example a separate hardware-as-a-service agreement may be applicable).
2. You may wish to consider registering a security interest in respect of any physical assets including any physical Handsets and Devices. ITagree recommends that you seek local legal advice on this aspect.
3. Pricing and payment
   1. The Customer will pay the Supplier as specified in Appendix 3 and the Supplier will invoice the Customer accordingly. All amounts specified in Appendix 3 are exclusive of any taxes unless expressly specified otherwise.
   2. Unless otherwise specified, all invoices issued by the Supplier are due for payment by the Customer on the 16th of the month following the date of the invoice.
   3. Subject to clause 6.4, the Customer will pay all invoices issued by the Supplier to the Customer under this Agreement in full, without setoff, counterclaim or deduction of any kind, on or before the due date.
   4. If the Customer wishes to dispute an invoice, it must notify the Supplier in writing within [click here to enter the number of days eg. 14] days of the date of the invoice and provide details of the dispute. The Customer may withhold payment of the disputed part of an invoice only and must pay that part (or any amount subsequently agreed or determined to be the correct amount owing) promptly on resolution of the dispute.
   5. Without the Supplier waiving any other right or remedy it may have, if any amount due is not paid by the Customer by the due date, the Supplier may:
      1. Charge the Customer interest calculated at [click here to enter interest rate eg. 1.5% per month] on the balance of the amount due by the Customer from the due date until payment is received in full by the Supplier; and/or
      2. Charge the Customer all collection costs reasonably incurred by the Supplier in collection of the amount outstanding (including solicitor and/or collection agency fees); and/or
      3. Suspend availability of the UC Solution until the outstanding amount is paid in full. The Supplier will give [click here to enter the number of Working Days, for example ‘twenty’] Working Days’ notice in writing of its intention to suspend delivery under this clause.
4. Taxes
   1. In addition to the amounts due under clause 6, the Customer will pay the Supplier amounts equal to any applicable government taxes or duties however designated, based on this Agreement (or the UC Solution, Services and Calling and Supported Capabilities provided under it), paid or payable by the Supplier in respect of the foregoing, exclusive however of taxes based on the Supplier’s income.
5. Customer Data
   1. Subject to clauses 8.2 and 8.3, the Supplier will access the Customer Data only in the course of providing the UC Solution to the Customer under this Agreement.
   2. Without limiting clause 8.3, the Customer acknowledges and accepts that the Third Party Providers and their affiliates require, or may require, the name, contact details and other information about the Customer and its Users to Third Party Providers in respect of supply, implementation, use and provision of services of and for the UC Solution and for provision of Calling and Supported Capabilities. The Customer authorizes the Supplier to provide or make the required information available to such Third Party Providers and their affiliates for these purposes and confirms that it has the consent of all relevant persons including the Users, to do so. The Customer further acknowledges that the Third Party Providers may communicate directly with the Customer or Users for the purposes of this Agreement.
   3. The Customer acknowledges that the Customer Data is available to Third Party Providers (and their affiliates) used by the Supplier in the provision of the UC Solution and to third party cloud providers used by the Supplier in the operation of its business (which may include for example, billing and accounting cloud providers used by the Supplier) and the Customer:
      1. Consents to the Customer Data being available to the Third Party Providers and other third party cloud providers as described in this clause,
      2. Confirms that it has obtained any required authorizations and consents required to give consent under (a) above.
6. Personal Data and Data Protection

Guidance Note: If you have customers who provide you with the personal data of people in the EEA for the purposes of this Agreement, it is highly likely that the GDPR (EU General Data Protection Regulation 2016/679) will apply for your organisation for this Agreement. If the GDPR applies, use the *Unified Communications Agreement – GDPR Version* instead of this Standard Version. If you unsure about whether the GDPR applies or not, ITagree recommends that you obtain legal advice on this.

\*EEA (European Economic Area) is the EU member states plus Iceland, Norway and Liechtenstein.

* 1. The Customer consents to the Processing of Personal Data by the Supplier for the purposes of this Agreement. Before providing Personal Data to the Supplier, Customer will obtain all required consents from third parties (including Customer’s contacts, partners, distributors, administrators, and employees) under applicable Data Protection Laws.
  2. To the extent permitted by applicable law, Personal Data collected by the Supplier under this Agreement may be transferred, stored and processed in the State(s) and/or country (or countries) in which the Supplier maintains facilities or any other country in which the Supplier’s contractors or service providers (including for example Microsoft and other third party providers) maintain facilities.
  3. In the event of any Personal Data Breach in respect of the UC Solution or any part of it:
     1. The Supplier will comply with its obligations, including notification obligations, (if any), under applicable Data Protection Laws,
     2. The Customer will be responsible for notifying (at its cost) its employees and if applicable its customers and complying with all applicable laws.

1. Intellectual Property
   1. All Intellectual Property in:
      1. The UC Solution including the Third Party Platform is the property of the relevant Third Party Providers,
      2. The processes, methodology and know-how used by the Supplier in its performance of this Agreement is the property of the Supplier,

and nothing in this Agreement operates to change that ownership.

* 1. The Customer must not, nor may the Customer permit any other person to do any of the following, or attempt to do so:
     1. Alter, modify or enhance the Third Party Platform; or
     2. Permit or enable users other than the nominated Users to access or use the UC Solution; or
     3. Provide the UC Solution to any users through operation of a bureau or like service; or
     4. Resell, rent, lease, transfer, sublicense or otherwise transfer rights to use the UC Solution; or
     5. Use the UC Solution in any way that could damage or interfere with the components of the UC Solution in any way;
     6. Use the UC Solution otherwise than in the manner in which the UC Solution is designed to be used;
     7. Use the UC Solution in any way that could interrupt, damage or otherwise interfere with use of the UC Solution by any other customers;
     8. Do any act which would or might invalidate or be inconsistent with the Supplier’s or any Third Party Provider’s Intellectual Property rights.
  2. The Customer must notify the Supplier of any actual, threatened or suspected infringement of any Intellectual Property right and of any claim by any third party that any use of the UC Solution infringes any rights of any other person, as soon as that infringement or claim comes to the Customer’s notice. The Customer must (at the Supplier’s expense) do all such things as may reasonably be required by the Supplier to assist the Supplier in pursuing or defending any proceedings in relation to any such infringement or claim.
  3. The Customer indemnifies the Supplier against any loss, costs, expenses, demands or liability whether direct, indirect or otherwise, and whether arising in contract, tort (including negligence), equity or otherwise, arising out of a claim by a third party alleging infringement of that third party’s Intellectual Property rights if such claim arises in connection with use of the UC Solution or the Calling and Supported Capabilities:
     1. In breach of this Agreement; or
     2. In a manner or for a purpose or in combination with any product or service not reasonably contemplated or authorized by the Supplier; or
     3. In breach of any Third Party Terms.

1. Confidential Information
   1. The parties recognise and acknowledge the confidential nature of the Confidential Information.
   2. Neither party may use or disclose any Confidential Information other than:
      1. To its employees, directors or contractors to the extent necessary in the performance of this Agreement; or
      2. With the express prior written consent of the other party; or
      3. To its professional advisers.
2. Warranties
   1. Each party warrants to the other that it has authority to enter into and perform and the ability to perform its obligations under this Agreement.
   2. For any Third Party Product or Service (including Handsets and Devices) provided by the Supplier to the Customer (whether bought by the Supplier on behalf of the Customer or not), unless expressly stated otherwise in this Agreement:
      1. The warranties (if any) provided by the third party manufacturer and/or third party supplier will apply in respect of that third party product to the extent that those warranties are transferable or can otherwise be used for the benefit of the Customer,
      2. No warranties are provided by the Supplier in respect of the third party product,
      3. The Supplier will use reasonable endeavours to assist the Customer to deal with the third party supplier on any warranty claims in respect of the third party product,
      4. Except as provided in this clause 12.2, the Supplier has no obligation in respect of defects, support requirements or otherwise for the Third Party Product or Service including without limitation that in the event of any defect or failure of the Third Party Product or Service, the Supplier has no obligation to provide any interim hardware, software, other equipment or service or any remedial service.
   3. With the exception of the warranties given under clauses 12.1, all warranties, terms and conditions (including without limitation, warranties and conditions as to fitness for purpose and merchantability), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
   4. Any warranties made to the Customer under this Agreement extend solely to the Customer.
3. Termination
   1. The rights of termination in this clause apply in addition to the rights of termination in part 9 of the Schedule.
   2. Either party may terminate this Agreement immediately on written notice to the other party if the other party:
      1. In the case of a breach that is not capable of being remedied, breaches any of its obligations under this Agreement,
      2. In the case of a breach that is capable of being remedied, breaches any of its obligations under this Agreement and fails to remedy the breach within 20 days of receiving notice requiring the breach to be remedied; or
      3. Ceases business or becomes insolvent or goes into liquidation or has a receiver or statutory manager appointed over its assets or ceases to carry on business or makes any arrangement with its creditors.
4. Consequences of termination
   1. Without limiting the consequences of termination specified in part 9 of the Schedule, on termination of this Agreement by either party (including for termination under part 9 of the Schedule):
      1. The Customer will pay all recurring monthly charges for the remainder of the Initial Term or then current Renewal Term (as applicable),

Guidance note: if there is no Initial Term or Renewal Term and the agreement runs monthly instead, delete (a) above.

* + 1. All invoices issued prior to the date of termination and any other amounts payable for the period up until the date of termination, including any termination charges specified in this Agreement, will become immediately due and payable,
    2. The Supplier will cease to provide the UC Solution to the Customer, and the Customer will cease to have any entitlement to use the UC Solution,
    3. The telephone numbers that the Customer used in connection with the UC Solution will, if requested by the Customer, be transferred as described in the ‘Disengagement services and charges’ section of Appendix 3, subject (at the Supplier’s discretion) to payment by the Customer of all amounts due under this Agreement and subject also to any other conditions specified in this Agreement,
    4. The Supplier will provide any other Disengagement Services (as described in Appendix 3,
    5. The provisions of this Agreement that are by their nature intended to survive termination will remain in full force.

1. Liability
   1. This limitation does not apply to claims by the Customer for bodily injury or damage to real property or tangible personal property where the Supplier is legally liable for that injury or damage.
   2. The Supplier’s liability under this Agreement is limited to direct loss only, to the amount paid by the Customer to the Supplier in the 12 month period preceding the event giving rise to the claim.
   3. Without limiting any other provision of this Agreement that limits the Supplier’s liability, in no event is the Supplier liable for any indirect loss or for any act or omission of the carrier used by the Supplier in provision of the UC Solution or for any act or omission of the Third Party Provider, or for any lack of availability or disruption to use of the UC Solution due to any third party act or omission, or for any loss of profits, lost savings, lost revenue, loss of data, business interruption, incidental or special damages, or for any consequential loss or for any Force Majeure Event.
   4. The Customer is and remains liable for all acts and omissions in connection with its use of the UC Solution and all Calling and Supported Capabilities. Without limiting the earlier part of this clause, the Customer is responsible for any use that contravenes applicable laws, notwithstanding that the Supplier may notify the Customer that the Customer’s use is noncompliant (the Supplier does not, by having the right to notify the Customer of noncompliant use, take on any role of monitoring or notifying the Customer of noncompliant use).
2. Dispute resolution
   1. In the event of any dispute arising between the parties in relation to this Agreement, no party may commence any proceedings relating to the dispute (except where the party seeks urgent interlocutory relief) unless that party has complied with the procedures in this clause 16.
   2. The party initiating the dispute (“the first party”) must provide written notice of the dispute to the other party (“the other party”) and nominate in that notice the first party’s representative for the negotiations. The other party must within fourteen days of receipt of the notice, give written notice to the first party naming its representative for the negotiations ("Other Party's Notice"). Each nominated representative will have authority to settle or resolve the dispute. The parties will co-operate with each other and endeavour to resolve the dispute through discussion and negotiation.
   3. If the dispute is not resolved within one month following the date of the Other Party's Notice (or such longer period agreed by the parties in writing), either party may utilize any other legal remedies available to it in seeking to resolve the dispute.
3. Consumer guarantees
   1. The Customer acknowledges that where it is acquiring the UC Solution for the purposes of a business, to the extent permitted by the relevant legislation, any statutory consumer guarantees or legislation that are intended to apply to non-business consumers only will not apply.
4. Force majeure
   1. The Supplier may suspend its obligations to perform under this Agreement if it is unable to perform as a direct result of a Force Majeure Event. Any such suspension of performance must be limited to the period during which the Force Majeure Event continues.
   2. Where the Supplier’s obligations have been suspended under clause 18.1 for a period of 90 days or more, the Customer may immediately terminate this Agreement by giving notice in writing to the Supplier.
5. General
   1. **Entire agreement:** This Agreement constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
   2. **Waiver:** No exercise or failure to exercise or delay in exercising any right or remedy by a party will constitute a waiver by that party of that or any other right or remedy available to it.
   3. **Partial Invalidity:** If any provision of this Agreement or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Agreement and its application will not be affected and will remain enforceable to the greatest extent permitted by law.
   4. **Independent Contractor:** The Supplier is an independent contractor to the Customer and is in all respects independent of the Customer. Nothing in this Agreement constitutes either party a partner, agent, employee or joint venture of the other.
   5. **Suspension:** The Supplier may suspend performance of its obligations under this Agreement for so long as it is unable to perform for reasons outside of its control.
   6. **Assignment:** The Customer is not permitted to assign its rights under this Agreement.
6. Notices
   1. Any notice or other communication in connection with this Agreement must be:
      1. Marked for the attention of the person specified in part 1 or part 2 of the Schedule or any replacement person notified in writing by the relevant party; and
      2. Left at the address or sent by prepaid post or email to the address of the relevant party specified in part 1 or part 2 of the Schedule or any replacement address notified by that party.
   2. Notices or other communications are deemed received:
      1. If delivered by hand, on delivery,
      2. If delivered by post:
         1. On the third Working Day following posting if sent and received locally (not internationally); and
         2. On the tenth day following posting if posted internationally; or
      3. If sent by email, on sending the email unless the sender receives a delivery notification failure.
7. Governing law and jurisdiction:
   1. This Agreement is governed by the laws of the Republic of Ireland. The parties hereby submit to the non-exclusive jurisdiction of the courts of the Republic of Ireland.
8. Definitions: In these terms and conditions:

**“Additional Services”** means the services to be provided by or which are available from the Supplier to the Customer as specified in the ‘Additional Services’ section of Appendix 3, which are additional to the provision of the UC Solution and Services and are or may be charged separately.

**“Agreement”** means this Unified Communications Agreement and includes the Schedule, the Appendices, the terms and conditions and all attachments to the Schedule, Appendices and terms and conditions.

**“Appendix”** means an appendix to the Schedule.

**“Calling and Supported Capabilities”** means the calling and supported capabilities of the UC Solution as implemented for the Customer, as identified in Appendix 2.

**“Commencement Date”** means the date specified in part 9 of the Schedule.

**“Confidential Information”** means any proprietary information, know-how and data disclosed or made available by one party to the other party but does not include any information which:

* + 1. Is in the public domain without any breach of this Agreement,
    2. On receipt by the other party is already known by that party,
    3. Is at any time after the date of receipt by the other party, received in good faith by that party from a third party,
    4. Required by law to be disclosed by the other party.

**“Customer Data”** means all contact information, data, including all text, sound, video or image files and software, and which may include Personal Data, that is provided or generated through use of the UC Solution.

“Data Protection Laws” means any and all laws relating to Personal Data (including data security, protection, privacy or the processing of Personal Data), and includes any statutory modification or re-enactment of such laws for the time being in force.

**“Exception Factors”** means factors in section 6 of Appendix 1.

**“Fixed Term”** means the Initial Term and Renewal Terms (subject to termination under part 9 of the Schedule or the termination provisions of this Agreement).

Guidance note: if there will not be an Initial Term and Renewal Terms (and the agreement will run monthly instead), delete the definition of ‘Fixed Term’ above.

**“Force Majeure Event”** means any war, riot, third party strike, pandemic, civil emergency, natural disaster or other circumstance of a similar nature that is outside of the control of the affected party.

**“Incident”** means an issue in respect of the UC Solution, including an issue in respect of using the UC Solution, excluding any issue caused by the Customer or which could have been prevented by use of the UC Solution:

1. As it is intended to be used; or
2. As recommended by the Supplier; or
3. In accordance with training made available by the Supplier (whether or not undertaken by the relevant Customer user(s)).

**“Initial Term”** means the initial term described in part 9 of the Schedule.

Guidance note: if there will not be an Initial Term and Renewal Terms (and the agreement will run monthly instead), delete the definition of ‘Initial Term’ above.

**“Intellectual Property”** includes all copyright, trademarks, designs, patents, domain names, concepts, know-how, trade secrets, logos and all other similar property and rights whether registered or unregistered.

“Personal Data” means any information relating to an identified or identifiable natural person, or any equivalent definition in relevant data protection or privacy laws in force at the relevant time.

“Personal Data Breach” means unauthorised access to, unauthorised disclosure of, or loss of, Personal Data (being Personal Data that is Processed by the Supplier under this Agreement), or any equivalent definition in relevant data protection or privacy laws.

**“Planned Maintenance”** means maintenance on part of the UC Solution undertaken by the relevant Third Party Provider, which will notified by the Supplier to the Customer in writing if the Third Party Provider notifies the Supplier of that planned maintenance.

**“Processing”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, and ‘Process’ and ‘Processed’ has/have a corresponding meaning, or any equivalent definition in relevant data protection or privacy laws.

**“Renewal Term”** means the renewal term(s) described in part 9 of the Schedule.

Guidance note: if there will not be an Initial Term and Renewal Terms (and the agreement will run monthly instead), delete the definition of ‘Renewal Term’ above.

**“Restricted Activities”** means:

1. Activities such as anything that could lead to death, personal injury or environmental damage; or
2. Use of the UC Solution for any illegal purposes,
3. Use of the UC Solution in a manner or for any purpose which is or could be considered obscene, abusive, threatening, defamatory, fraudulent or similar,
4. [specify any additional restricted activities];

**“Schedule”** means the schedule that begins after the execution provisions of this Agreement.

**“Service Request”** means a request made by the Customer in accordance with the service request section of Appendix 1.

**“Services”** means the Supplier Services and Additional Services (if any).

**“Set-up Period”** means the set-up period specified in part 9 of the Schedule.

**“Supplier Services”** means the work-effort services (and not the Third Party Components) supplied by the Supplier under this Agreement and includes the work undertaken by the Supplier during the Set-up Period and provision of ongoing Support Services, but excludes Additional Services.

**“Support Services”** means the services provided by Supplier in response to a Service Request.

**“Third Party Platform”** means the platform identified in part 5 of the Schedule.

**“Third Party Product or Service”** means the Third Party Provider products and services, or any of them as the context requires, supplied by the Supplier under this Agreement.

**“Third Party Providers”** means the third parties that supply products and services included in the UC Platform and for provision of the Calling and Supported Capabilities.

**“Third Party Terms”** means the terms and conditions, applicable to this Agreement, of each Third Party Provider.

**“Trial”** (where available) means use of the Trial UC free of charge.

**“Trial Period”** (where applicable) means the trial period notified to the Customer in writing by the Supplier, prior to commencement of the Trial.

**“Trial UC”** (if any) means the version of the unified communications solution made available by the Supplier at its discretion for a Trial.

**“UC Solution”** means the unified communications solution supplied by the Supplier as specified in Appendix 1, including upgrades and enhancements made generally available from time to time by the Third Party Providers provided that the Supplier will endeavour to provide the Customer with thirty days prior notice of any material changes;,

**“Users”** means the Customer’s nominated users of the UC Solution and Calling and Supported Capabilities.

**“Working Day”** means any day other than Saturday, Sunday or a public holiday in the Republic of Ireland.

* 1. Interpretation: In these terms and conditions:
     1. Reference to the plural includes reference to the singular, and vice versa;
     2. Headings inserted for convenience of reference only and do not affect the interpretation of this Agreement.

Guidance note: ITagree recommends that you obtain legal advice in respect of emergency services calls. If emergency call limitations/considerations are adequately addressed without this appendix, delete this appendix.

**Appendix to Terms and Conditions**

**Emergency call limitations**

1. Emergency call limitations

[specify any emergency call limitations, conditions or considerations here]

1. 9-9-9 Conditions

[Relevant 9-9-9 conditions to be included here]

Guidance note: Part 2 above and the signing requirement of this Appendix is relevant for North America. For other countries, modify or delete (b) as appropriate, noting our recommendation that you obtain local legal advice in relation to this aspect.

**The above emergency call limitations and 9-1-1 Conditions**

**are Acknowledged and Accepted by and on behalf of the Customer**

**by its authorized signatory:**

|  |  |
| --- | --- |
| Signature: |  |
|  |  |
| Name: |  |
|  |  |
| Title: |  |
|  |  |
| Date: | / / |