**Mainstream Digital Ltd**

Telephony Systems Services Agreement

**Version 1**

**30th Aug 2024**

This Agreement applies to the provision to you, (the “Customer”), by us, Mainstream Digital Limited, a company incorporated in England and Wales with Company Number 02742235 whose registered office is at 701 Stonehouse Park, Sperry Way, Stonehouse, Gloucestershire, GL10 3UT

**Scope of this agreement**

This agreement covers the provisioning of installation of telephone systems (here in referred to as PBX) and contracted support and break/fix contracts.

**1. Installations**

1.1 Mainstream recommend that all PBX systems are installed in a secure environment that ensures the PBX is not accessible without authority.

1.2 The client is responsible for informing Mainstream ahead of any installation of any restrictions in the environment that may impact the installation cycle.

1.3 The client is responsible for ensuring an appropriate supply of power is available and any non-interruptive supplies incumbent are serviceable.

1.4 Mainstream may charge an aborted installation fee if the environment for the new PBX is deemed unsafe and/or unsuitable.

**2. PBX Hardware coverage**

2.1 Service agreements for PBXs covers the core PBX chassis and any attendant expansion chassis.

2.2 DECT transmitters provided by Mainstream that are connected to the core PBX are covered by this agreement.

2.3 Where the PBX / DECT transmitters have been subject to inappropriate environmental conditions, coverage will be nulled. This includes immersion by water, smoke & fire damage, vermin damage and any attempt at entry other than that approved by a Mainstream employee.

2.4 Handsets are not covered by the service agreement. Handsets will be covered under the standard warranty of 12 months unless the handset has been subject to abuse / usage not in line with an appropriate environment.

**3. PBX Services coverage**

3.1 Any software installed in the PBX in the PBX is covered in this agreement.

3.2 This typically covers VoiceMail, Unified Communications, Call Routing. Any faults with the above will be dealt with remotely where possible.

3.3 Any 3rd party software associated with the PBX is subject to the relevant contractual support the client has purchased. Reporting of faults or change requests with 3rd software is subject to any specific terms of the underlying provider of the software that has been purchased by Mainstream on the clients behalf.

4. **Fault Reporting.**

Any fault or suspected fault can be reported to Mainstream at any time of day on any day of the week.

**5. Fault Acceptance**

Mainstream will investigate reported faults between the hours of 8:30 and 17:30 on a Monday to Friday. Bank Holidays are excluded. If your calls and lines are with Mainstream, with your agreement we will activate the planned call diverts.

**6. Fault Finding (remote diagnosis)**

For customers able to accept remote diagnosis of the system, on registration of a fault, we will aim to login and diagnose the problem and report back the outcomes of the remote investigation within 4 hours; during the hours of 8:30 to 17:30 Monday to Friday. Bank Holidays are excluded

**7. Fault Finding (site visit)**

For customers not able to accept remote diagnosis, we call the customer back within 4 hours during the hours of 8:30 to 17:30 Monday to Friday (Bank Holidays are excluded) to advise of on-site attendance and charges related to the fault find visit.

An on-site date and time will be agreed with a target aim of being on site within 48 hours.

**8. Fault repair**

On diagnosis of the fault, any replacement hardware will be ordered an on-site engineer will be arranged.

Where replacement hardware cannot be provided the client will be advised of this and a plan of action will be discussed and agreed with the client.

Hardware may be unavailable due to stock shortage or delays in shipping.

If the fault is fixable as a software or system configuration change this will be carried out remotely or on site as required and agreed with the client.

**9. End of Life**

As and when the Original Equipment manufacturers announce the end of life and retirement of support programs, Mainstream will inform the client as appropriate. In general we will aim to continue to provide support for re-configuration and where possible hardware failures until such time as we deem it no longer to the benefit of clients operational stability.

**10. Service withdrawal**

Once we are no longer able to provide hardware and / or software support we will notify the client of this with 3 months notice and will not tie to customer to any outstanding contractual payments.