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Terms & Conditions

Annex - IC-talk HC

Service specific Terms and Conditions for the IC-talk HC services.

DEFINITIONS

The following definitions shall apply to the provision of the Service, in addition to those in the Main Terms and Conditions;

a. "Firmware" Means software provided by IC or IC's chosen vendor for the IC-talk HC PBX or by third party companies for use within their handsets and ancillary devices.
b. "Business Hours" Means the hours of operation of our company as displayed upon the IC website.
c. "Buy Out" is where a rental agreement includes hardware and the Customer wishes to retain the hardware and cancel the rental agreement, this is subject to any terms agreed during order time or in the section within these terms.
d. "Fault Diagnosis Period" Means the period following the reporting of a fault when IC will carryout some or all of the actions described within these terms.
e. "KB" Means the IC Knowledgebase system located at http://kb.ic.uk (http://kb.ic.uk)
f. "Maintenance Release" (within version) - Means an incremental release of software that provides maintenance fixes and may provide additional software functions. For IC-talk PBX's these are designated by a non whole number increment i.e. 13.1 to 13.2
g. "Major Release" Means a release of software that provides additional software features and/or functions. For IC-talk PBX's these are designated by a whole number increment i.e. 13.1 to 14.0
h. "PBX" Means Public Branch Exchange being the core telephony platform.
i. "System Maintainer" is the individual(s) that have completed training at IC for administering and deploying the system, this may be Customer employees or a Reseller / Partner.
j. "Software" Means the primary system including O/S, Applications and Control Panels.
k. "Hardware" Means physical electronic devices supplied.
l. "Vendor or Supplier" Means third party companies licencing or providing Hardware or Software to IC under licence in order to facilitate the end product or service.
m. "SaaS" Providing software on a licence that is rented to the End User rather than purchased outright, rights to use the software on this model terminate on subsequent rental cease.

SERVICE DESCRIPTION

The Service is to provide a communications platform primarily for voice services using software as a service (SaaS), hardware, virtual hosting and security solutions. Some Services are dependent upon one another and can not be chosen in isolation. Where one Service is dependent upon another, fault resolution times may vary from the system (for example where a customer has a connection to the Internet to supply the service this connection is in addition and failures of the connection shall not be deemed applicable to resolution or SLA levels where the primary service would otherwise be available.

It is technically impracticable to provide a fault free Service and IC does not undertake to do so. IC will, however, report, repair or escalate faults into the various vendors and suppliers in accordance with the SLA targets and contents of these terms.

The service provided may be a single site software only licence or could be a fully hosted platform on a monthly rental basis.

PRIMARY SERVICE (SaaS) - THE PBX SOFTWARE

The primary O/S and System is supplied and is supported by IC with commercial contracts with the primary vendor, the system contains both open source and proprietary components from various vendors including elements from IC. The software forms the primary core item and is the PBX component which may then be supplied on hardware and virtual platforms.

Where appropriate IC shall back off any issues to the vendors concerned - the following software license has been adopted and flowed down from the primary vendor(s);

SOFTWARE LICENSE

End User is granted a non-exclusive, non-transferable, non-sublicensable, SaaS or perpetual (unless terminated in accordance with the termination clause below) license to use the Software contained within the System for End User's own internal purposes only. This license shall immediately terminate upon termination of this Agreement in accordance with Termination Section.

End User may not copy, reproduce, alter, merge, modify, or adapt the System in any way including but not limited to reverse engineering, disassembling, decompiling or creating derivative works, and may not take any other steps intended to produce a source language statement of the Software contained within the System. Any modification of the System not authorised in writing by IC will void any applicable warranty. The Licensed Software may contain open source software. Any open source software is supplied under version 2 of the GNU General Public License ("GPLv2"), which accompanies any open source software contained within the System. For a period of three (3) years from the grant of the license under this Section, upon End User's request, IC shall provide a complete machine-readable copy of the source code of any software licensed under the GPLv2, at IC's then prevailing services rates for physically performing source code distribution services. IC provides no warranties or indemnities on software licensed under the GPLv2 or any other open source license agreements, or for services performed in distributing the source code to the same. In the event of conflict between the GPLv2 and this Agreement, the GPLv2 shall control with respect to open source software contained with the System.

TERMINATION; This Software Agreement may be terminated in line with service cancellation or upon any breach of IC's or it's suppliers intellectual property rights. Upon termination of this Agreement, End User shall, at IC's option, return to IC or destroy any Products.

OWNERSHIP: IC and / or it's supplier retains absolute right, title and interest in and to the Software and Documentation, and all other intellectual property in the System which is owned or controlled by IC or it's supplier or under which IC or it's supplier has any rights, including but not limited to patents, trademarks, trade names, copyrights, and all other proprietary rights applicable to the System and the concepts embodied therein. Hardware provided by IC or other vendors contains computer components in a proprietary configuration. End User shall maintain "warranty void if removed" stickers existing on all Hardware at delivery. If End User opens the Hardware enclosure any applicable warranty shall be void.

WARRANTY; REMEDIES; DISCLAIMERS; LIMITATION OF LIABILITY; IC warrants that for a period of one (1) years from the date of delivery to End User (the “Warranty Period”), the Software and Hardware will perform materially in accordance with the Documentation. As End User’s exclusive remedy for breach of this warranty and on the condition that End User notifies IC of defects within the applicable Warranty Period, IC or the Vendor shall (a) repair or replace any defective Software or Hardware; (b) provide a workaround to correct the defect in a manner that provides End User with reasonably equivalent functionality as described in the Documentation; or (c) if neither (a) or (b) is commercially feasible, provide a refund of the fees paid by End User for the defective Software or Hardware. Neither IC nor it’s Vendor shall have any liability for defects arising from End User’s breach of this Agreement.

All IC PBX’s are designed to be connected to the internet. We require all users to make sure their PBX is behind a Firewall and that all Security measures are taken to ensure the box can not be compromised. IC shall not be liable for any fraudulent activity on your PBX since it is up to each End User to secure their PBX and network.

OTHER THAN AS PROVIDED IN THIS AGREEMENT, THE SYSTEM AND PRODUCTS ARE PROVIDED “AS IS” AND IC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, CUSTOM, USAGE, OR TRADE PRACTICE. IC DOES NOT WARRANT THAT THE SYSTEM OR PRODUCTS WILL BE BUG FREE OR MEET END USER’S REQUIREMENTS OR THAT THE SYSTEM OR PRODUCTS WILL OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED OR AUTHORISED IN WRITING BY IC.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, COST OF COVER, LOSS OF OR DAMAGE TO DATA, LOSS OF GOOD WILL, WORK STOPPAGE OR COMPUTER FAILURE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR IN EQUITY. NEITHER PARTY’S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY FOR BREACH OF THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID FOR THE SYSTEM. THE FOREGOING SHALL NOT BE CONSTRUED TO LIMIT END USER’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

Hosted PBX Specific Terms

One of the options made available is to rent a PBX under the SaaS agreement whereby the customer enters into a rental agreement of not less than 3 years unless otherwise specifically agreed on the order. The software will be pre-loaded onto a Virtual machine on IC’s network and located behind a shared firewall for added security. The description of what is provided and covered is below;

1. The Customer shall agree to rent the software which will include 2nd line support and depending upon the level chosen the software will be pre-loaded onto a virtual server instance of the agreed specifications including RAM, CPU and Disk space. The base system software shall be loaded with basic level modules. Upgrades and additional modules may be available to licence at the associated costs.
2. The solution pricing shall be based on modules and users and billed monthly in advance and is a licensed product. Upon cancellation of service rentals the virtual server instance shall be deleted and removed and the Customer shall not own or lay claim to any of the items provided under this agreement.
3. The solution shall be protected by a first line UTM firewall in high availability mode which shall by default be open on only the necessary ports for the systems requirements and only to IC’s IP ranges. The Customer must request to open the ports further and accepts that by doing so will become liable for maintaining their own firewall either on and /or in front the PBX system.
4. The virtual server container shall be maintained by IC as part of the rental. The PBX software and solution including support, updates etc.. shall then follow as normal.
5. This is not a fully managed option and the Customer or their chosen maintainer is responsible for all updates, configuration and 1st line support of the O/S and PBX software.
6. SLAs for the virtual server excluding the PBX software shall be as per the Annex - SLA & Service Credits (https://kb.ic.uk/article.php?id=29) VM Hosting and in particular VM HA, the PBX Software shall be as in this annex.
7. As per a hardware device it is the Customers responsibility for maintaining the system and backups; IC shall only maintain the VM platform itself.

Standard Lead Times for delivery

The lead times quoted are for standard delivery where stock is available at the time of order, where possible it is requested that a forecast is supplied to cover 90 days where multiple systems are being requested to assist in stock level management and reduce potential shortages. Where additional network build is required or for complex solutions that include connectivity these times will not apply. Where the planning activity / survey confirms that standard delivery is possible then the following shall apply;

Service Type	Lead Time (working days)
IC-talk HC hosted PBX new build	5 days
Handset Supply from stock and pre-configure	2 days
ISDN Interface / Migration rental unit (must be pre-booked / pre-arranged)	2 days
System Training Course subject to diary	20 days

Service Level Agreement

1. SERVICE LEVELS AND FAULT CATEGORISATION
   This is not a fully managed solution and is customer or reseller controlled, where faults are due to configurations and particular deployments this will always be treated as a severity 4 incident. Configuration should always be performed by the trained engineers (those that have attended the official training course from IC).
   a. IC shall aim to meet the service levels, as set out in the Annex - SLA & Service Credits (https://kb.ic.uk/article/annex-sla-service-credits-29.html) IP Voice Services, below are the fault categories:
      i. Severity 1, Critical Outage - Problems severely affecting the entire IC customer base for Service, traffic, billing, and maintenance capabilities, and which require immediate corrective action.
      ii. Severity 2, Major Impact - Problems that cause conditions that seriously affect all users on a single PBX deployment for system operation, maintenance, and administration, and which require immediate attention. The urgency is less than in critical situations because of a lesser effect on system performance.
      iii. Severity 3, Minor Impact - Problems do not significantly impair the functioning of the entire system and do not significantly affect the entire Service but does affect a Customer in isolation.
      iv. Severity 4, Informational - This severity is restricted to "How To...." Questions and therefore handled as non-service impacting, also includes local customer configuration issues.

b. IC shall aim to provide a solution within the target time-frames in the Annex. For Severity 1, Critical Outage and Severity 2, Major Impact issues, IC will aim to provide a temporary solution to temporarily fix the fault with the Service while a permanent solution is developed.
c. The parties may agree that Severity 1 issues may be downgraded to Severity 2, and Severity 2 issues may be downgraded to Severity 3, following the application of a temporary solution.
d. To meet these goals, IC may require that the affected End User's personnel be onsite and that remote access to the Service, or affected product or system be available to allow remote diagnostics and maintenance.
e. The Service Levels shall only apply to faults traced to the IC Service platform only and not to CPE and broadband connectivity related faults.
f. The Customer acknowledge that it is technically impracticable to provide a fault free Service and IC does not undertake to do so.

2. CUSTOMER REPORTING
   a. For the avoidance of doubt none of the Services or Hardware are being provided by IC as a managed solution, they are systems to allow the Customer or a Partner / Reseller to build and design a communications solution. End Users must maintain a suitable support agreement either via their trained internal IT team or via a Partner / Reseller. Only 2nd line or greater support is provided by IC.
   b. In the first instance for any advice or guidance the KB system should be consulted and if the question is of a 'how to' or 'general advice' nature that is not covered then a request can be raised into the support desk under a category 4 ticket. In most instances where the question is thought to be useful on a wider audience a new article will be written and posted on the KB and a link returned in answer to the support case / ticket.
   c. All requests for assistance should be raised into the support team using the contact details as listed in the contact us section of the IC website, to raise a ticket / case.
   d. Support specifically excludes customer configuration, adds, moves and changes on systems and is limited to primary guidance of components and the system functions. Any work outside of this scope shall be deemed additional and at our discretion subject to our normal support time fees.
   e. To assist IC in meeting the service levels detailed in paragraph 1.1 above, when reporting an issue, the Customer shall provide IC with:
      i. the date and time at which the problem occurred;
      ii. the impact of the problem on the Service including a detailed description of the issue, including:
      iii. the components involved; and
      iv. the phone numbers or hardware involved in the issue.
3. PORTAL AVAILABILITY
   a. IC shall aim to meet the following service level with regard to Portal availability but the level is a target only and IC has no liability for a failure to meet it, :
      i. excluding outages for planned engineering works and emergency maintenance, IC aims to have all portals available for 99.99% of the time, 24/7/365, measured over a 3 month period beginning in January,; April,; July;, and October and measured across the entire platform for the Service.
4. PLANNED ENGINEERING WORKS
   a. IC will provide 5 Working Days notice of all scheduled outages, notices will be published on the IC helpdesk and via subscribed lists.

Hardware Supply, Warranty & Support / Maintenance

1. Where equipment is sold to the Customer the equipment remains the property of the IC until paid for in full. When equipment is sold to the Customer the equipment is sold with the manufacturer's warranty only and unless specified otherwise will be subject to the manufacturers terms and conditions. In the event of a fault on equipment supplied within the manufacturer's warranty period unless otherwise specified at time of order or by the terms and conditions from the manufacturer the equipment should be returned to Internet Central for return to the manufacturer for repair or replacement unless otherwise specified.
2. Postage and packaging charges for the return of items is at the Customers expense and shall not be covered in any contract.
3. Unless otherwise purchased no advance replacements or exchanges will be made and the Vendors terms on warranty shall apply.
4. All support requests should follow the process in the Service Level Agreement section of these terms and where the Customer has purchased a support / maintenance / extended warranty for the Hardware these are supplied directly from the manufacturer and their terms and conditions shall apply. IC may at it's discretion provide additional assistance and may raise the requests into the Vendor on behalf of the Customer but the contract shall remain with the Vendor.
5. Warranty covers failures of the hardware under normal operation and resulting from normal wear and tear providing the equipment has been kept and used in accordance with the Vendors guidelines and specifically excludes the following;
   a. misuse; incorrect environmental conditions including incorrect temperature and humidity levels; faulty manufacture or design; mains electrical surges or failures;
   b. lightning damage; electromagnetic interference; any other accidental or deliberate damage;
   c. correction of defects following the removal or connection of IC Provided Equipment, and/or Customer Equipment other than by IC;
   d. connection by the Customer of other Customer Equipment to the IC Provided Equipment; or
   e. IC, Partner, Reseller or the Vendor being denied access to the IC Provided Equipment.
   f. Wear and tear or consumable components including but not limited to;
      i. Cracks, scuffs, marks or any physical damage
      ii. Damage to cables
      iii. Dust or moisture ingress or damage
   g. Any form of accidental damage
   h. Any form of damage or loss due to MBORC conditions
6. Replacement of parts, repairs and non-serviceable items
   a. The Service shall normally include the supply of all replacement parts to the IC Provided Equipment and Customer Equipment (if applicable). IC shall be entitled to charge the Customer for any parts or labour supplied as a result of accident, negligence, misuse or unauthorised repair or modification of the Equipment by the Customer, its employees, agents or sub-contractors at the current charging rates of IC.
   b. Where an item of IC Provided Equipment and Customer Equipment (if applicable) which requires replacing is either obsolete or unavailable IC reserves the right to supply a replacement item of a similar or higher specification.
   c. IC reserves the right to leave the replacement item of IC Provided Equipment and Customer Equipment (if applicable) in place. In this case this Contract will apply to the replacement item for the remainder of the term of this Contract.
   d. Any parts of the IC Provided Equipment and Customer Equipment (if applicable) replaced by IC ('Replaced Parts') shall upon replacement, become the property of IC and the Customer warrants that either it shall have a free and unencumbered title to such Replaced Parts or (where the IC Provided Equipment and Customer Equipment (if applicable) is leased or charged) that it shall have obtained all necessary consents and authorities to part with possession and give good title to the Replaced Parts.
   e. Any part replaced as faulty must be returned to IC at the Customer's cost within two Business Days after receipt of the spare or replacement item. IC reserves the right to charge the Customer for any spare or replacement part at the manufacturer's list price then prevailing if the faulty item of IC Provided Equipment and Customer Equipment (if applicable) is not so returned.
   f. Any original items of IC Provided Equipment and Customer Equipment (if applicable), when repaired shall at IC's discretion be returned to the Customer, whose responsibility it is to return the spare or replacement item to IC within two Business Days of the receipt of the repaired item of IC Provided Equipment and Customer Equipment (if applicable). IC reserves the right to charge the Customer for any spare or replacement not so returned at the manufacturer's list price then prevailing.

g. IC shall be entitled to withdraw any item(s) of IC Provided Equipment and Customer Equipment (if applicable) from this contract upon giving thirty days notice to the Customer in writing if in the reasonable opinion of IC, the item(s) cannot be properly or economically serviced, provided that such notice shall be of no effect if the Customer shall agree to the item(s) being refurbished or replaced by IC and the Customer shall agree to accept all consequential charges in addition to the Renewal Charge.

7. The Service does not cover:
    a. loss of Customer generated software programmes, data and information;
    b. work at the Customer's request outside the applicable Business Hours for the fault repair service option selected.
    c. repair, replacement or re-routing of any Customer wiring or cabling or provision of additional wiring and cabling.
    d. faults reported by the Customer which are not covered by these terms.
    e. an engineer installing Firmware unless this is required as part of a repair to the IC Provided Equipment.
8. CUSTOMER'S RESPONSIBILITIES
    a. The Customer agrees:
        i. to care for and use the IC Provided Equipment in accordance with any IC and Equipment Manufacturer's instructions and to use it only for a purpose for which it was designed;
        ii. not to repair, adjust, or modify the IC Provided Equipment without IC's written consent. However the Customer may make configuration changes in accordance with and within the limits specified in the supplier's customer documentation.
        iii. to co-operate in diagnosing faults by carrying out any diagnostic and test routines requested by IC or included in the manufacturer's instructions, and allowing IC to carry out remote diagnostic tests, where appropriate.
        iv. to supply any documents and all material and/or information necessary for IC to supply Service;
        v. to ensure that mains power, power connections, fuses, interface, communications software, data terminal Customer Equipment and line connections are not defective;
        vi. to ensure that the built-in or supplied diagnostic facilities for the IC Provided Equipment has been used in accordance with the IC Provided Equipment Manufacturer's instructions;
        vii. to provide accurate and complete information for the IC Provided Equipment as and when requested by IC;
        viii. to accept the terms of any licence agreement associated with an update of Firmware;
        ix. not to use any Application or Firmware provided under this Contract with any equipment other than IC Provided Equipment registered with IC for the Service;
        x. to pay any additional licence, audit or other fees associated with the use of Application or Firmware provided under this Contract and used with any equipment other than IC Provided Equipment registered with IC for the Service;
        xi. to make adequate back-ups of data and information on a regular basis;
        xii. during the term of this Contract, not to appoint or contract with any other person, firm or company to supply all or any part of the Service.
9. UNAUTHORISED EQUIPMENT
    a. The Customer acknowledges and agrees that the Service shall not be provided for Unauthorised Equipment. In the event that IC discovers that Service is being provided to Unauthorised Equipment, IC reserves the right to terminate this Contract or Service.

Hardware Rental Agreements

IC provide a number of services where hardware is included as part of the rental, in these cases the following terms shall apply in addition;

1. All hardware and devices shall remain the property of IC and must be returned in the event of the associated rental agreement being cancelled (subject to Cancellation / Termination conditions).
2. The Customer must insure all items appropriately with a reputable insurer and maintain the equipment in a good condition in accordance with any Vendors associated guidance.
3. IC reserve the right and the customer shall not reasonably refuse to allow IC to inspect the equipment at any time during the rental term.
4. In the event of the Customers operating status changing (i.e. entering into administration, voluntary liquidation, ownership change) the Customer must notify IC immediately and also ensure that any new parties are fully aware of this agreement and that the hardware remains the property of IC until the agreement ends and the hardware is returned or the option to Buy Out is completed. Should hardware not be returned and the legal entity no longer exists then it will be treated as theft and associated and appropriate actions will be taken to recover the items.
5. Should equipment not be returned and the option to Buy Out has not been taken then the Customer accepts that IC reserve the right to charge up to the full RRP of the equipment to the customer to replace the equipment with an equivalent item.
6. All rental items will be covered under warranty from IC and returns should be in accordance with the warranty section of these terms.
7. Where advance replacement is either included or purchased with any rentals all advance replacements are Next Business Day providing the fault has been raised and accepted / confirmed prior to 12 noon by the support desk. Additional terms apply for advance replacements as below;
    a. Post and packaging charges for shipping the replacements are not included and will be charged for.
    b. The items being replaced must be returned to IC within 2 business days.
    c. If the returned item is not deemed to be faulty or is not covered under the normal terms of the warranty (section 5 of Warranty section) then it shall be returned to the customer and postage charges shall apply and a charge made for the replacement item raised at the current list price, the Customer may then either return the advance replacement item in the same condition to which it was sent and a credit will be applied or opt to retain the item and pay accordingly.
    d. Should IC at its sole discretion perceive that the hardware is not being maintained or the Customer is in breach of any of the conditions then IC reserve the right to remove the advance replacement service from the services provided. The customer will be advised of this decision with 30 days notice.

Hardware Buy Out

The option to Buy Out of a rental agreement allows the Customer to ask for the current rental agreement which contains hardware to be split out and separate the hardware components and services whilst retaining the hardware and taking full title to the assets. The following procedures should be followed and the likely costs that would be incurred by the Customer are shown below;

1. Notice must be sent to the sales team of IC using the contacts listed on the IC website, this notice should be a minimum of 90 days prior to the required date for the Buy Out.
2. Upon receipt of any notice IC will respond within 10 working days with a breakdown of the charges and any associated contractual changes required and shall raise a quote for the Buy Out and any new licence or service charges as required. Following acceptance of the quote by the Customer the process will commence and the dates of effect confirmed.
3. Buy Out is only available where the rental agreement has completed any initial minimum contract term, for contracts within the initial term normal cancellation procedures apply please see section Cancellations for more details and the process.
4. Buy Out charges are based on 20% of the hardware's list price as it would have been on the date of starting the rental agreement. Once payment of cleared funds for the agreed amount has been made to IC the title of the hardware will transfer to the Customer.

CANCELLATION

Cancellation prior to delivery / installation

Where IC are prevented from providing the service because the customer fails within a reasonable timescale, to provide essential information to the order or delivery of the service or unreasonably refuses entry to the customers premises or acts in a manner that prevents the order or installation being completed such acts will be deemed as cancellation of the order prior to installation and will be subject to a cancellation fee.

- PBX Software
  The software once activated shall be deemed as provided and cancellation after this will follow the normal cancellation process. Activation would normally occur between day 2 & 5 of the order being confirmed, if cancellation is received prior to the activation no charge shall apply. Activation is deemed to have occurred when the unique deployment ID has been acquired from the Vendor.
- Hardware
  Once the hardware has been allocated to the customer the order is not reversible and the contract commences, allocation occurs once serial numbers have been associated to the order at IC. For items that are normally stocked by IC and have not been ordered especially to fulfill the order, providing the items have not been activated or opened they may be returned within 7 days of delivery subject to a 25% re-stocking fee.

Cancellation at the end of or any time following the minimum term

To cancel any service following the minimum term of a contract for a service or item please submit in writing such notice, the minimum notice period is 90 days which shall commence upon acceptance of the cancellation notice by IC. Where a contract is an annual contract (for example a support agreement against hardware or licence) notice to cancel should be submitted at least 90 days prior to the next renewal date for the annual contract (anniversary of the original first billing date for the item or service).

Cancellation prior to completion of the minimum term

As per end of term a notice of 90 days in writing is required, upon receipt of such notice a final settlement calculation will be performed and a quote provided. Once the quote is accepted by the Customer IC shall then commence the cancellation notice period, cancellation will be deemed complete when IC is in receipt of cleared funds settling the final account for the items / services being cancelled. The following provides an indicative calculation for early termination fees based on a 36 month term;

- **Cancellation within the first 12 months of the agreement**
  Billed to end of 36 month term minus 7%
- **Cancellation within months 12-24**
  Billed to end of 36 month term minus 12%
- **Cancellation within the final 12 months of the term**
  Billed to end of 36 month term minus 25%

NOTE: Where Hardware and Licences are included within the contracts the actual percentage discounts may vary from those above or a early Buy Out and settlement may be offered instead.

Firmware Update(s)

IC or it's Suppliers / Vendors will make maintenance release and major releases available during the products natural life cycle. The life cycle and changes of the products will where possible be notified from time to time via the KB system. In relation to third party provided products IC will undertake to advise of any significant updates available.

Updates and releases will be made to;

i. add new features and functions
ii. correct bugs or errors either operationally or interface
iii. improve security or fix potential flaws
iv. remove features or functions that are either replaced / obsolete or deemed no longer appropriate
v. update core functions and software in the current open source components
vi. update other vendors firmware packs for use in EndPoint Manager to provide the vendors latest releases

As the PBX contains open source components it will be necessary to keep these up to date for operational and security reasons, the impact of those updates may result in components or functions having to be changed or removed. This is not within IC's direct control and is part of the larger community however where possible core functionality and features will be maintained.

The choice to install updates and upgrades has specifically been left to the System Maintainer to decide on whether to apply them and IC will not perform any updates. There is an option to allow the system to automatically check and apply updates but we discourage this in favour of a more strategic and planned upgrade path. Prior to any update it is recommended that a system backup be performed and if the update is of a major version then additional advice should be sought prior to upgrade.

Following any update we strongly advise that the system and functions are tested accordingly including language packs and handset / device functionality. Whilst every effort is made to ensure compatibility with previous versions the individual use and linking of functions vary dramatically and not all scenarios are able to be tested with every Software and Hardware Vendor.

Firmware updates are provided for use only with IC Provided Equipment registered for the Service with IC. Unauthorised use of any Firmware may incur additional charges or may constitute a breach of these terms.

Firmware updates are provided under the same licence terms as the software that originally came with the IC provided PBX or Hardware.

Product firmware withdrawal / end of life

IC reserves the right to cancel maintenance, support or updates for equipment that has been withdrawn or reached an end of life position. In this case the customer may be entitled to discounts on upgrades to newer current equipment. In some instances support for some vendors may also be removed or replaced with alternative vendors as would be expected in a changing market and legacy vendors may be removed from the compatibility matrix.

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