

Statement of Work

WiTCOM HOSTED VOIP

1. GENERAL

WiTCOM, Wiesbadener Informations- und Telekommunikations GmbH (hereinafter referred to as WiTCOM) offers its "WiTCOM HOSTED VOIP" service to business customers based on the "General Terms and Conditions of WiTCOM GmbH".

2. STANDARD SERVICES

WiTCOM HOSTED VOIP provides the customer with a network-based private branch exchange (PBX) system over IP. The central services platform is hosted on highly-efficient server hardware.

WiTCOM HOSTED VOIP provides both the internal switching functions and access to the public switched telephone network (PSTN). A central virtual system replaces the classical switching system previously used by the customer. Basically, a separate telephone connection at the customer's site is no longer required. All calls are signalled via an IP connection using SIP. Voice calls are internally directed over the customer LAN, and external calls to business partners (including WiTCOM HOSTED VOIP locations or other telephone subscribers outside the WiTCOM network) use an IP connection.

The virtual PBX can be used for multiple customer locations enabling the seamless use of all functions (e. g. call forwarding) across the company. It is also possible to set up a central switchboard for all locations.

Typically, when multiple locations are connected the subscriber number range of the head office is used for all locations. Instead, the customer may desire to use the regional subscriber numbers of the relevant locations. In both cases, telephone calls are centrally exchanged to all subsidiaries. Network internal calls between the extensions (applies also for subsidiaries) are free of cost.

If Internet access is well utilised or fails, the customer is still reachable. Incoming calls can automatically be forwarded to a predefined cellular phone number or to another customer location with an own fixed line subscriber number or to an electronic mailbox.

The WiTCOM HOSTED VOIP service offers a great range of auxiliary services.

2.1 Availability

The availability of a service is defined by the percentage share of a calendar year during which the service was not affected by any failure.

The availability is calculated according to the following formula:

$$\text{availability} = 100\% - \frac{\text{accumulated fault clearance times per calendar year in hours} \times 100\%}{\text{calendar year in hours}}$$

The availability (% p.a.) will be determined for the entire service, and the failures will be considered each with their fault clearance times measured according to 5.3.

The availability rate of the central platform is not less than 99.9% p.a. If the connection to the WiTCOM HOSTED VOIP system is realised over the public Internet, the availability is here at least 99.8 % p.a.

2.2 Security

WiTCOM endeavours to ensure security and privacy of the service using all means which are technically and economically reasonable.

2.3 WiTCOM SIP connection

The SIP access enables voice and fax connections over a completely digitised exchange and transport network. National and international voice and fax connections can be sent and received.

This service includes a minimum of one SIP connection. The "WiTCOM VOIP ACCOUNT" statement of work details shall apply. In deviation from the referenced statement of work, WiTCOM HOSTED VOIP shall support Codec G.711 ALaw for voice communication only. Here the bandwidth required is approximately 88 kbit/s per voice call. By using this Codec ISDN quality of the voice communication can be ensured. Otherwise, the referenced statement of work shall apply without limitation.

2.4 Entry in the telephone directory / information

On the customer's application WiTCOM shall cause the customer data record to be entered in the communications directory of Deutsche Telekom AG which serves as a basis for printed directories, electronic media and the operation of telephone information services.

The customer data record can include the customer's last name, first names, address and subscriber number. Moreover, the subscriber data record can include additional details such as title and profession / business name.

The subentry to the customer data record can hold up to 15 customer terminal equipment numbers (extension numbers).

The customer can determine the details to be published in the directory, the form of directories where the entry is to appear, i. e. printed or electronic ones, or the omission of an entry at all. If the customer opts to not publish the entry in the communication directory, the subscriber number of the approved connections will only be transmitted for outgoing and incoming telephone calls on the customer's separate application.

In addition, the customer can determine that the directory information is limited to the subscriber number only or to not provide any directory information at all. In addition, the customer can determine whether or not to release the data for reverse search by directory information services. The customer can decline the use of the whole or any part of the customer data record at any time free of charge, taking effect for future use.

For other terms and conditions with regard to the Telekom communications directory refer to the General Terms and Conditions Communications Directory of Telekom.

2.5 Limitations

VoIP technology cannot always map all functions of classical speech technology for defined applications.

Statement of Work

WITCOM HOSTED VOIP

Therefore, WITCOM HOSTED VOIP does NOT provide the following functionalities:

- Emergency call function when the customer IP network fails
- Activation of ISDN standard or special appliances such as ISDN PC cards, fire detectors, EC cash or credit card systems, franking machines and alarm systems.
- Special call numbers and blocking of call numbers. Connections to special services will not be provided by WITCOM.
- The use of call-by-call offers.

3. ADDITIONAL SERVICES

WITCOM specifically renders the following additional services each upon agreement and subject to technological and operational feasibility against separate payment.

3.1 Telephones option

The customer can choose from a variety of highly-efficient end devices. The end devices provided on lease comprise WITCOM failure support including WITCOM remote support.

The lease of IP phones and fax adapters for contract life can optionally be ordered as an additional service under the WITCOM HOSTED VOIP service. The lease price depends on the chosen end device and the contract term. The lease price does not include telephone upgrade during the contract term. In case of a telephone upgrade, the difference of the new lease price is payable by the customer.

3.2 Voice Box option

Each extension can make use of an individual voice box. A personal greeting can be recorded on the voice box. Each user can configure the criteria according to which calls will be forwarded to the voice box by means of a web browser. The users can activate the call forwarding to the voice box by pressing a button at their telephone. Recorded calls are signalled at the end devices (if they support this functionality).

The memory per user is designed with sufficient capacity to record as many calls as possible when call forwarding to the voice box is activated for a longer period of time, e. g. during holidays. The default time for voice recording is set to 2 minutes per call. A voice box can hold up to 50 messages.

They can be listened to by entering the user name and PIN of the voice box from any telephone (external ones included, e.g. cellular phones).

Messages recorded in the voice box can be forwarded by e-mail to the e-mail address specified in the system configuration of the relevant user.

The e-mail with the voice message attached (wav file) can be opened and listened to in the relevant e-mail programme. The reference line of the e-mail shows the phone number of the caller leaving behind the forwarded voice message enabling to quickly recognise and prioritise them in the e-mail programme.

The voice box functions are available to all extensions for which this option is requested contingent on the configuration set by the customer's administrator.

We cannot be held liable for e-mail messages undeliverable for reasons inherent in the system.

3.3 Fax Mail option

The fax mail option enables to forward incoming fax messages to personal e-mail addresses (specified in the system configuration of the relevant user) as a TIFF file. In this case the sender forwards the fax messages to the predefined extension number. We cannot be held liable for e-mail messages undeliverable for reasons inherent in the system.

3.4 WITCOM DesktopControl BASIC & PREMIUM option

The click-to-dial function of the WITCOM DesktopControl software enables to dial phone numbers directly from any computer application (e. g. browser). This feature does not require any support of the TAPI interface by the relevant application.

An incoming call is directly signalled in the computer in a pop-up window indicating the call and subscriber number of the caller. The application stores the dialled and accepted phone numbers and enables to dial them by clicking a button.

The CTI/TAPI client additionally enables to integrate telephony services e. g. using the CRM application of the customer. This requires the support of the TAPI standard by the relevant application.

The relevant number of client licences has to be ordered for the computer workstations using this functionality. The software requires the operating systems Windows or Mac OS X; WITCOM will inform the customer on request about any other system requirements for installation and operation of the software.

3.5 WITCOM DesktopOperator option

The desktop operator software enhances the functions of a traditional computer workplace by the features of a telephone exchange. The computer becomes the company hub for incoming calls, their exchange, etc. and can still be used for office work.

This software enables the following functions

- Acceptance of incoming calls
- Exchange to internal and external subscriber numbers
- Status indication of the selected extension (available, busy, off)
- Making outgoing calls

WITCOM will inform the customer on request about any other system requirements for installation and operation of the software.

Statement of Work

WITCOM HOSTED VOIP

3.6 Other options

Within the limits of technological, operational and economic possibilities WITCOM offers the customer further additional services:

- Professional audio conferencing service - here, the customer can hold an unlimited number of dial-in audio conferences with up to 50 subscribers each using a defined extension.
- Automatic telephone exchange ("auto attendant") accepting incoming calls and offering the caller a selection of forwarding options; by default, the caller communicates via DTMF with the IVR system.
- Integration of a customer site for which no broadband data link is available or which is located abroad.
- Integration of an existing telephone system (does not apply to all telephone systems)
- Securing internal communication at the site in case of failing external data link
- Other individual additional services

WITCOM offers the customer the above services always on a project basis. The specific scope of services is to be determined with the customer individually.

A custom WITCOM HOSTED VOIP solution is expandable at a later time (for instance, users can be added together with their end devices, a swap to better performing end devices or the integration of other sites in connection with a WITCOM VPN are possible) and can be commissioned as an additional service.

3.7 Flat rate

If desired, the flat rate tariff model can be ordered for WITCOM HOSTED VOIP. Here the customer will get an individual offer based on the consumption in the volume tariff model.

The offer is not available for telecommunications and value-added as well as mass communications service providers (especially providers of telephone marketing services, call centre and fax broadcast services).

3.8 In-house cabling

As a matter of principle, any works to be performed on the customer's own in-house cabling are not part of standard installation.

If the customer desires to use a different transfer point than the one stipulated in the standard installation, the customer's own in-house cabling will be inspected and possible works offered separately.

3.9 Other services

Other services (e.g. works on the in-house cabling) require an individual agreement between the customer and WITCOM.

4. DELIVERY

The delivery of WITCOM HOSTED VOIP exclusively lies in WITCOM's sphere of responsibility.

The customer shall not be entitled to claim the use of interconnection technology that it prefers. WITCOM will co-ordinate the details for realisation with the customer. The binding delivery date will be notified to the customer in written form.

4.1 Requirement

The realisation of this service requires a direct inward dialling subscriber number block (at least 00-49) which can be used for setting up the system. Either the existing subscriber number block of the customer will be ported (e.g. if the existing subscriber number range cannot be used) or WITCOM will provide the customer with a new subscriber number block. This payable auxiliary service can be rendered if a sufficient number of subscriber numbers not allocated within the relevant prefix range is available in the WITCOM pool.

Another prerequisite is a minimum of one WITCOM Internet access. The lease of the Internet access is not included in this service. The details of the separate WITCOM BASIC or PREMIUM INTERNET ACCESS statements of work shall apply.

4.2 Realisation

In order to implement WITCOM HOSTED VOIP technical clearance must be given.

An order for the provision of WITCOM HOSTED VOIP services is deemed to be technically cleared when the above requirements are met and the available infrastructure resources have been tested by WITCOM delivering a positive result. WITCOM will make an on-site inspection, if so required.

A DHCP server on the part of the customer is required for the operation of the telephone terminals. For the automatic configuration of the telephone terminals (initial installation, following hardware swap or reset to default) it is absolutely necessary to configure the DHCP server with defined options. For the initial installation the customer will be given specific configuration details.

It is in the particular interest of the customer to make safety arrangements against data loss, malware and operational interruptions as well as to provide, administer and utilize necessary network elements and protection systems. Necessary IP network elements and protection systems are, for instance, DHCP server and firewall systems. These IP network elements and protection systems can be commissioned as an additional WITCOM service.

WITCOM provides their customers with different realisation variants for WITCOM HOSTED VOIP nationally provided the connection is technologically and operationally feasible and economically reasonable for WITCOM.

WITCOM will configure the WITCOM HOSTED VOIP solution as agreed upon with the customer. This also includes the basic configuration of the IP telephones in the central platform. Any configuration modifications beyond this scope can be commissioned by the customer as an individual auxiliary service.

4.3 Standard installation

After completion of the installation works WITCOM will inform the customer in writing (by e-mail or fax) of the operational readiness, and request the acceptance of the service provided.

Statement of Work WiTCOM HOSTED VOIP

Acceptance is deemed to be tacitly given if the customer fails to report any considerable deficiencies or to expressly refuse acceptance within five (5) work days at the latest after having been notified of the operational readiness.

At the beginning of this term WiTCOM will again point out to the customer that failing to report any deficiencies or to expressly refuse the acceptance shall be deemed as acceptance upon expiry of the term.

In coordination with the customer WiTCOM will install the end devices at the customer location and brief the customer in the basic functions of the virtual PBX system.

For customer sites lying outside the WiTCOM network area WiTCOM will send the preconfigured IP telephones to the customer for self-installation.

Any installation works beyond this scope can be commissioned by the customer as an individual auxiliary service.

5. TECHNICAL SUPPORT SERVICES

WiTCOM will clear any faults in its technical equipment subject to technological and operational feasibility. Here, WiTCOM in particular renders the following services:

5.1 Fault reporting

WiTCOM is available to take fault reports from 0 to 24 hours daily under the technical hotline number 08000-948266 (08000-WiTCOM). When notifying the fault, it is important to report the following information to WiTCOM: service ID, company name, contact partner, location, if applicable (in case there are several locations) and the failure details.

5.2 Technical service availability

For WiTCOM HOSTED VOIP the technical service availability is between 0 and 24 hours daily.

5.3 Fault clearance time

The fault clearance time starts when the fault report is received and ends when WiTCOM has remedied a service. It includes the response time. For a standard case, WiTCOM guarantees a fault clearance time of four (4) hours in the WiTCOM own network and eight (8) hours in the network of suppliers.

The terms are deemed to be met if the complete recovery of the contractually agreed scope of service is completed within the fault clearance hours, and if notification was submitted as outlined in section 5.6.

Within the bounds of its possibilities the customer shall support WiTCOM in locating the fault, and, if required, grant access to its sites.

Fault clearance hours do not include:

- time periods during which the customer cannot be notified of the fault clearance by WiTCOM;
time shares which result from lacking or insufficient customer co-operation during fault clearance. This applies in particular for the WiTCOM service technician's waiting times attributable to the customer in accessing the premises which might accommodate affected technical installations.
- Delays which have been caused by circumstances lying beyond WiTCOM's control,

e.g. in or by customer or third-party network operators' facilities.

- Delays which are due to acts of God (e.g. natural disasters).

5.4 Response time

The response time shall not exceed 30 minutes upon receipt of the fault information.

The response can also be performed by the appearance of a service technician at the customer's location.

5.5 Preliminary information

WiTCOM will inform the customer about the work status and further prospected measures on request every two (2) hours upon expiry of the response time or upon consultation.

5.6 Notification of completion

WiTCOM will notify the customer when fault clearance is completed. If the customer cannot be reached on the first attempt, the fault clearance time as set out in point 5.3 is deemed to be met. Further notification attempts will regularly be performed.

5.7 Maintenance

WiTCOM will inform the customer about scheduled maintenance works causing operational interruptions at least 10 work days in advance (Mon. - Fri. except for public holidays in Hessen). WiTCOM will consider the customer's interests when performing maintenance works. Therefore, the works are to be performed preferably at times when utilization of the services is low. The times for maintenance works are not taken into account when determining the availability.

WiTCOM and the customer agree on a periodic maintenance window every 3rd Thursday of a month between 9 p.m. and 6 a.m. This maintenance window, also when requested by WiTCOM, does not require separate notification.

5.8 Arrangement of an appointment

If required, WiTCOM will arrange an appointment of the service technician with the customer. This appointment will be indicated as a time span not exceeding two hours (e.g. "between 10 a.m. and 12 a.m.")

If the service cannot be provided within the agreed period of time for reasons which lie in the responsibility of the customer, a new appointment will be arranged, and, if necessary, an additionally required journey will be charged for.

5.9 Platform failures

A failure of the central WiTCOM HOSTED VOIP platform is given when regular operation of the system is not possible, and the cause for the failure has its origin in the WiTCOM HOSTED VOIP platform. Failures caused by Force Majeure and due to third-party interventions in the system and by using faulty or non-compliant end devices are not deemed to be failures within the meaning of this statement of work.

Statement of Work

WiTCOM HOSTED VOIP

“Critical failures” such as the breakdown of the central WiTCOM HOSTED VOIP platform will be remedied within 8 hours upon WiTCOM’s receipt of a qualified fault report. For all other failures to the central platform WiTCOM assures the customer removal of the functional breakdown as soon as possible. WiTCOM is entitled to instruct subcontractors to remove failures or to execute the services.

WiTCOM is not liable for the removal of faults in the customer LAN and customer hardware unless it is serviced by WiTCOM. If the customer’s fault report is notified to the hotline outside service hours, the fault clearance time will start on the following workday at 8 o’clock.

5.10 Failures to leased end devices

A failure is given when the leased end device does not work or only works to a very limited extent when used as intended. WiTCOM offers the customer to swap the relevant end devices as soon as possible following fault notification, however, on the condition that the customer shall return the faulty end devices to WiTCOM in due and proper protective packaging and condition no later than on receipt of the replacement devices. Any appliances that fail to be returned to WiTCOM by no later than 20 days upon receipt of the replacement devices will be charged for at the due monthly charge until their return.

5.11 Other fault reporting

In so far as the customer is liable for a failure (caused, for instance, in or by customer facilities, or falsely reported fault information by the customer) WiTCOM shall be entitled to claim compensation for the expenditure incurred.

Such an event will be charged for by time effort according to the WiTCOM hourly rates price list.

6. TERMS OF CONTRACT

The General terms and conditions of business of WiTCOM GmbH (GTC) shall apply. In the event of deviations, the regulations of this statement of work shall have priority over those stipulated in the GTC.

Single site and tele-workplaces can also use WiTCOM HOSTED VOIP via other Internet connections. In these cases, the customer is aware that WiTCOM cannot make any predictions or give any guarantees with regard to the quality of the connecting line or the Internet service, and therefore, no claims can arise from that for a trouble-free operation.

The terminal point is decisive for the use of a geographical subscriber number. The terminal point represents the customer’s network termination. The allocation of extensions to the single geographical subscriber numbers lies in the customer’s responsibility. In case of a move the allocations have to be adapted by the customer accordingly. This applies in particular for the correct delivery of emergency calls. No claims can be made towards WiTCOM from the customer failing to allocate or reorganise extensions to their geographical subscriber numbers.

The use of other IP telephones and soft clients not provided by WiTCOM for this service is only admissible upon agreement with WiTCOM.

The customer shall then exclusively bear the risk of use. WiTCOM shall not assume any liability for operability and shall also not render support for these devices and clients.

The customer may not operate any IP telephones or clients that interfere with WiTCOM HOSTED VOIP. WiTCOM reserves the right to immediately bar IP accesses behind which these types of end devices or soft clients are operated. In case of doubt the customer shall seek WiTCOM’s approval in this regard.

The WiTCOM HOSTED VOIP platform does not support the operation of modems (e.g. used to increase the credit on franking machines).

6.1 Connections

The VoIP connection handles any and all incoming and outgoing, national and international standard connections. The special call numbers given in the price list can also be reached. Connections to special call numbers which are not indicated in the price list cannot be realised. The primary use of the connections is to transmit voice signals. They can also be used for telefax communication.

WiTCOM realises the connections within the limits of the existing technological and operational possibilities at a mean forward probability of 99.95 %. The customer is aware that there may be circumstances preventing the establishment of a connection.

Call-by-call links to other network operators cannot be realised via the VoIP connection. Pre-selection via other network operators is not possible for technical reasons.

Premium rate services (018x; 012xy; 118xy; 09001; 09003; 09005; 09009) can be freely tariffed (offline billing). The customer’s contract partner is the relevant service provider. The services cannot be reached by default from WiTCOM’s network. In order to use the services, the customer connection requires release by WiTCOM which is payable.

6.2 Terms of payment

WiTCOM demands payment of a monthly charge for the lease of the system and the IP telephones, and for their provision a one-time provision charge. For the use of the service additional call charges shall apply for external voice and fax connections. The individual WiTCOM offer details the prices payable for this service. Additional services (such as installation works, configuration modifications, etc.) and options will be charged for in accordance with the individual agreement reached with the customer.

6.3 Invoicing

WiTCOM will draw up and send an invoice to each customer connected via SIP once per month. The shown invoice amount is collected by direct debit by default. The total invoice amount as well as any other invoice items are given in EURO. If there are one-time payments, they will be separately shown in the invoice.

Along with the invoice an itemised bill will be drawn up per customer on a monthly basis. Itemised billing details all external calls made via the WiTCOM connection.

Statement of Work

WITCOM HOSTED VOIP

WITCOM will provide the call data in electronic form for download by the customer upon receipt of the invoice. The file format is either Excel or optionally CSV (Comma Separated Value). This enables the direct processing of the data in any commercial spreadsheet or data base programme.

6.4 Contract term

WITCOM agrees with the customer an initial configuration and a related minimum contract term for this service as stated in the offer.

For further details, such as notices of termination please refer to section 18 WITCOM GTC.

Within the minimum contract term the initial configuration can be expanded as required. A reduction of the initial configuration is not possible.

7. LIABILITY

The IP telephones given on lease remain WITCOM property. Upon contract termination the leased IP telephones shall be returned to WITCOM in their original configuration. The customer shall be liable for damages to the IP telephones caused by the customer or by third parties that are under its sphere of responsibility.