SCOPE STATEMENT

SCOPE OF RESPONSIBILITIES

1. PURPOSE

Both parties understand the purpose of this document is to outline and define the boundaries and responsibilities of CMT and the customer ("**COMPANY**"). Any work added, changed, required or otherwise outside the Scope of Works (SOW) detailed in this document will be billable to the customer.

2. SERVICE DESCRIPTION

CMT is not responsible for the design, installation, maintenance, and support of the Customer's LAN and LAN networking equipment.

3. CMT RESPONSIBILITIES

3.1 CMT will use reasonable endeavours to ensure that the Fault Desk is available from 9.00 – 18.00 UK time, Monday-Friday Excluding UK public holidays.

3.2 If the System Administrator reports a fault in Service CMT will respond by carrying out one or more of the following actions:
(a) providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer;
(b) where possible, carrying out diagnostic checks from CMT premises; or
(c) visiting the relevant Site if CMT's action does not result in the fault being diagnosed or cleared and where such a visit is considered necessary by CMT.

3.3 CMT will take all proper steps to correct any reported fault in the Service.

3.4 CMT is only responsible for faults on our provided network. If CMT does work to correct a reported fault and finds there is none, the Customer shall pay CMT's reasonable charges for the work carried out.

3.5 Maintain a supply of replacement equipment in the event of a harwdare failure, subject to CMT's maintenance terms & conditions

4. CUSTOMER RESPONSIBILITIES

The customer shall be responsible for each of the following:

4.1 Ensuring that the Customer's equipment connected to the Network conforms to the interface specifications and routing protocols specified by CMT from time to time.

4.2 The System Administrator must report faults in the Service to the Helpdesk.

4.3 Reporting of service issues

4.4 Life-cycle replacement of equipment

4.5 Fees associated with installing or relocating wiring for customer requested moves

4.6 Ensure that all (LAN) local area network users are knowledgeable about the respective policies

4.7 Management of assigned IP address space

4.8 Ensure that all site preparation, power supply and power supply compatibility requirements and other specified service prerequisites are met. Provide secure site for storage and installation of equipment, including all necessary electrical, wiring, grounding including a functional earth is present.

4.9 Provide detailed information regarding location within the end user site for the performance of the service.

4.10 Provide unobstructed, continuous access to sites and systems required for the performance of the service.

4.11 Ensure that CMT personnel onsite at any end user facility are furnished with working conditions that are safe and secure, that are adequate in all respects to allow them to perform the service efficiently and that comply with all applicable health and safety regulations.

4.12 Make appropriate personnel available to assist CMT in the performance of its responsibilities.

4.13 Co-ordinate service deployment on third-party maintained hardware and software (if applicable) with CMT.

4.14 Have valid licenses for all software products or software updates to be installed by CMT to hand and available upon request.

4.15 Obtain any necessary consent and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information to CMT.

4.16 Be responsible for the identification and interpretation of any applicable laws, regulations and statutes that affect customer's existing application systems, programs, or data to which CMT will have access during the service. It is the customer's responsibility to ensure that the systems, programs and data meet the requirements of such laws, regulations and statutes.

4.17 In respect of an IP solution, customer must have a network ready to support IP traffic. Customer's hardware, software and network must meet the minimum requirements to support the solution as advised by CMT. **Any configuration/testing work for meeting such requirements is outside the scope of this SOW**.

4.18 DHCP and TFTP services will be provided by the customer for an IP solution if required.

5. LAN ACCESS

5.1 If the Customer accesses the Service via a LAN, the Customer is responsible for:
(a) providing and maintaining a suitable LAN and Internet protocol ("IP") router capable of interfacing satisfactorily with the Service;
(b) configuration of the IP router; and
(c) the appointment of a System Administrator.
The Customer acknowledges that CMT is not responsible for providing any support whether technical or otherwise, to the Customer's LAN.

5.2 the Customer's local area network including but not limited to structured cabling, LAN switches and firewalls.

5.3 The ability to make calls is dependent on the adequacy and resilience of the LAN and WAN networks.

6. SERVICE EXCLUSIONS (unless otherwise stated in signed order)

For avoidance of doubt, activities such as, but not limited to, the following are not within the service scope:

6.1 All Electrical & Management facilities for system installation – i.e. trunking, cable trays, conduits, data racks & power sockets are provided by customer.

6.2 Structured cabling work

6.3 High-level work on cable laying (i.e. additional charge for provision of high-level platform is required).

6.4 Dismantle & disposal of old telephone system (except rental system) and accessories such Main Distribution Frame (MDF/cabling).

6.5 Trouble-shooting on network issues, such as bandwidth, packet loss, jitter or delay

6.6 This service will be performed during CMT business working hours, Monday through Friday, 09:00am to 18:00pm, excluding public holidays, unless otherwise stated.

6.7 Unless CMT otherwise agrees in writing, any services provided outside of CMT standard business hours may be subject to additional charges.

6.8 The ability of CMT to deliver this service is dependent on the customer's full and timely cooperation with CMT, as well as the accuracy and completeness of any information and data which the customer may provide to CMT. CMT shall not be responsible for verification of information provided by the customer, End User or any contractor.

7. BROADBAND SERVICES (ADSL)

7.1 Unless otherwise agreed in written, the ADSL Broadband services is provided on a self- installation basis (i.e. wires only).

7.2 CMT are responsible for the activation and support from the broadband network to the modem/router connection.

7.3 CMT are **not responsible** for any computer support, configuration, LAN configuration or integration and any other equipment connected to the broadband service. Any third party equipment, installation & support remain the responsibility of the Customer.

7.4 For clarification, "wires only" means that everything will be provided up to the faceplate of the main telephone socket in your property - after that (filters, modem/router, cables) will be the customer's responsibility.

7.5 The point of connection for the Broadband Services is the IP address in the public internet which will be notified by CMT to the Company. CMT's responsibility does not extend to the transport between this point and the End User or to any equipment in operation beyond this point, both of which shall be the responsibility of the Company.

8. CONNECTION TO THE SERVICE

8.1 The Customer must ensure that any equipment connected to or used with the Service is connected and used in accordance with any applicable instructions, safety or security procedures.

8.2 The Customer must ensure that any equipment, which is attached (directly or indirectly) to the Service, is technically compatible with the Service and approved for that purpose under any relevant legislation.

9. CONNECTION TO THE SERVICE – IP related services (i.e. VoIP)

The Service is made up of 3 core components:

- handsets and "clients software" provided through CMT following an order from the Client.
- Access: if provided by CMT this will be subject to the terms and conditions specific to the CMT service chosen as an access service. If provided by a third party access to route signaling and traffic from the Customer or End User is subject to the terms and conditions of the agreement with the third party concerned. Access is defined as any data connection which connects equipment and ultimately CMT handsets and clients software, for example (but not limited to) routers, desktop and laptop devices, and mobile/tablet devices.
- Network: the Network is protected and authenticates connections to the Service through Session Board Controllers ("SBCs"), which are deemed to be the connection point between the CMT Service and the access connection. CMT will provide the Service described and route all traffic to the SBCs.

9.1 CMT's responsibility does not extend to the transport between the point of connection (SBCs) and the End User or to any equipment in operation beyond this point.

9.2 CMT's responsibility for handsets and clients software, is purely to support the Service as described for these components. Connection of these services from the End User LAN and equipment shall be the responsibility of the Customer.

9.3 CMT does not issue any IP Address to be used with this service. Access to and use of this address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. CMT reserves the right to withdraw or change this address if for any reason the address ceases to be available.

10. SIP TRUNKS (if applicable)

The Service provides the facility to make or receive a Call (or both) using a PBX and a suitably enabled Access Service in the United Kingdom.

10.1 In order for CMT to provide the Service, the Customer will need:
(a) a PBX which CMT agrees is suitable for the provision of the Service;
(b) a suitably enabled Access Service;
(c) a suitable router;
(d) a SIP Gateway if the PBX referred to in (a) above is not an Internet Protocol enabled PBX; and
(e) a suitable Local Area Network infrastructure.

10.2 The Customer must not:
(a) attempt to circumvent any security measures; or
(b) change the trunk configuration on the PBX without CMT's permission.

10.3 The Customer must immediately inform CMT of any changes to the Customer Information.

11. POWER OR ACCESS SERVICE FAILURE

The Service will not work in the event of a failure of the mains power or Access Service (or both) at the Site.

12. PRICING & INVOICING, INCLUDING TRAFFIC ROUTED VIA IP

All Charges due to CMT for traffic routed via any IP address or for fixed rental or one-off Charges related to the Service and defined in the CMT price list shall be paid in full by the Client by the due date notwithstanding that they may have arisen from unauthorized, fraudulent or illegal use and whether or not they derive from installation and access arrangements which have been authorized by CMT.

13. DEFINITIONS

For Definitions please visit http://www.cmtelecom.co.uk/wp-content/uploads/2012/08/Definitions-Interpretations-Aug-133.pdf

This Scope Statement shall become effective on execution.

Customer Signature _____ **Date** _____

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Printed Name