

BTS 3CX Phone System - Terms and Conditions

These Terms and Conditions, along with the signed Sales Agreement, govern the sale and installation of the 3CX Phone System by Business Telephone Systems Inc. dba Business Technology Solutions ("BTS") and the Client.

1. Definitions

- **BTS:** Business Technology Solutions (Seller).
- **Client:** The purchaser of the 3CX Phone System.
- **Sales Agreement:** The separate document detailing the specific system purchased, pricing, and term of commitment.
- **System:** The 3CX Phone System, including software licenses, hardware (if applicable), and any related services detailed in the Sales Agreement.
- **Installation:** The services provided by BTS to set up and configure the System as described in the Sales Agreement.
- **Support:** The technical assistance provided by BTS as described in the Sales Agreement.

2. System Delivery and Installation

- BTS will deliver and install the system as outlined in the Sales Agreement.
- The Client will provide a suitable network environment that meets 3CX's requirements for the system's operation.
- Installation dates are estimates and will be communicated to the Client. BTS will not be liable for delays outside of its reasonable control.

3. 3CX Software License

- BTS is responsible for providing the Client with the correct 3CX software license(s) as specified in the Sales Agreement.

4. Hardware (If Applicable)

- Hardware provided by BTS will carry the manufacturer's warranty. BTS will reasonably assist the Client with warranty claims.

- Damage to hardware resulting from the Client's misuse, negligence, or unauthorized modification is not covered under warranty.

5. Support and Maintenance

- BTS will provide the Support services to the Client as detailed in the Sales Agreement.
- Unless otherwise stated in the Sales Agreement, Support will cover:
 - On-site & Remote troubleshooting of System issues.
 - Assistance with basic System configuration changes.
 - Software updates and upgrades, as provided by 3CX.
- Support does *not* include:
 - Issues caused by the Client's network, internet service provider, or other third-party systems.
 - Training beyond the initial installation and basic usage.
- Support will be provided during BTS's normal business hours, unless otherwise specified in the Sales Agreement.
- BTS will make reasonable efforts to respond to support requests in a timely manner.

6. Payment Terms

- Payment is due within 14 days of the BTS invoice date. The Client agrees to reimburse BTS for any costs associated with collecting delinquent payments, including attorney's fees and court costs.

7. Client Responsibilities

- The Client is responsible for:
 - Providing accurate and complete information to BTS for the System installation.
 - Ensuring their network infrastructure meets the System requirements.
 - Maintaining the security of their network and access to the System.
 - Providing their own internet access.
 - Ensuring their staff is trained on the basic use of the System.

8. Limitation of Liability

- To the extent permitted by law, BTS's total liability to the Client arising out of or relating to this agreement and the sale of the system will not exceed the total amount paid by the Client to BTS under the Sales Agreement.
- BTS will not be liable for any indirect, special, incidental, consequential, or punitive damages, including, but not limited to, lost profits, loss of business, or loss of data, even if BTS has been advised of the possibility of such damages.

9. Term and Termination Fees

- This Agreement will commence upon the 3CX Activation/Port date, and will continue until terminated as follows:
 - Either party may terminate this Agreement upon 30 days written notice if the other party materially breaches this Agreement and fails to cure such breach within such 30-day period.
 - BTS may terminate this Agreement immediately if the Client fails to make payments.
- Upon early termination, the Client will remain responsible for 100% of the remaining balance of the term from the date of cancelation.

10. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of Illinois.

11. Entire Agreement

- These Terms and Conditions, together with the signed Sales Agreement, constitute the entire agreement between BTS and the Client and supersede all prior communications and proposals, whether oral or written.

12. Amendments

- Any changes to these Terms and Conditions must be in writing and signed by authorized representatives of both BTS and the Client.

13. Force Majeure

- Neither party will be responsible for any failure or delay in performance due to causes beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, natural disasters, labor disputes, or government regulations.