

Maintenance Contract

Between you (“The Customer”) and
Tri-Line Network Telephony Ltd (“The Company”)

1 Support And Maintenance

The maintenance fee covers the following items:

- Telephone calls to the technical support desk during normal working hours, i.e. between 9.00a.m. and 5.00p.m., Monday to Friday (excluding Public and Bank Holidays.)
- Software upgrades to correct software faults.
- Repair or replacement of hardware, or components (where included in contract) to correct faulty equipment.
- Labour and travelling time incurred in above.

2 The Customer Undertakes To

Pay the maintenance Fees together with any VAT as invoiced within two weeks of contract renewal date.

Allow The Company’s engineers to have full and convenient access to the equipment at all reasonable times and all normal facilities as may be necessary to allow maintenance on the equipment to be carried out, including updating the equipment.

Allow no repair, modification or re-siting or any other alteration to the equipment or software to be made without reference to The Company, and then only allow such alterations etc. to be carried out, when permission has been granted in writing by The Company.

In the event of a breach by the customer, the company shall have the right to immediately terminate this agreement with one month’s written notice of termination and no refund of fees. In the event of a breach by The Company, causing this agreement to be terminated, any unused portion of maintenance fee will be refunded in full.

3 Exclusions

The company is responsible only for the maintenance of the equipment as specified in the schedule overleaf.

The maintenance charge does not include spurious, unreasonable or unnecessary calls made by the customer, nor does it cover parts, labour or travelling time incurred for visits that have been made necessary due to accidental damage, misuse, or alteration to the equipment caused by the Customer or any third party unauthorised by The Company. Indeed, The Company reserves the right to levy a charge for such visits. Work carried out outside normal working hours as defined in Paragraph 1 above.

4 Acceptance

The contract shall become binding on The Company only when signed by an authorised signatory of The Company and when the Customer has effected payment.

5 Liabilities

The Company will be responsible for personal injury and direct damage caused by the Company’s negligence, but apart from this shall be under no liability for any injury, damage or loss to any person or property whomsoever or whatsoever whether direct or consequential arising out of use of the equipment or any replaced equipment howsoever any such injury, damage or loss was caused.

The Customer hereby agrees to indemnify The Company in respect of any liability for direct damage and/or costs incurred by any person whatsoever arising out of the use or misuse of the equipment to the extent caused by the customer’s negligence or default.

6 Force Majeure

Neither party shall be liable for any failure to perform its obligations hereunder if such a failure arises from any Act of God, War, Strike, Lock-out or Labour Dispute, Riot, Civil Commotion, Fire, Flood, Drought, Legislation (whether of foregoing causes or not beyond the control of the party/ies concerned).

7 Duration

This agreement shall be for the period specified in the attached schedule, or in the absence of such an indication, the period shall be for one year from the commencement date, and thereafter from year to year, on the same terms and conditions therein, unless either party gives the other 30 days written notice of termination expiring at the end of any annual maintenance period. In the event of termination prior to the agreement renewal date no refund of fees will be payable. However in the event of liquidation, either party shall have the right to terminate with full refund of any unexpired maintenance fee.

8 Variations

This agreement contains the full terms and conditions between the parties, and no alteration shall be made unless authorised in writing by both the Customer and the Company.

The Company may vary the maintenance charge payable hereunder by written notice to the Customer provided that no such

variation shall take effect earlier than one year after the commencement of the term of this contract or less than one year after a preceding variation. Any increase in the maintenance charge will not exceed 2% of the previous annual maintenance charge. The Company will add to the Maintenance Charge the additional maintenance cost for any equipment added to the system within the previous twelve-month period. Confirmation of the Equipment Schedule and relevant charges will be made available to the customer automatically. The customer has the right to cancel with full credit if notice of cancellation is given within one month of invoice or contract renewal date.

9 Law

This agreement shall be governed and interpreted according to English Law and both parties shall submit to the exclusive jurisdiction of the English Courts.

Please sign and date your acceptance of these terms in the space below

Signature

Date

D	D	/	M	M	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Name

Position