

Schedule 3 – Telephone System Maintenance

Commencement date for provision of the Supplies

The date on which the Supplies become available for use by the Customer (regardless of whether or not they are actually used on that date), as specified in the first monthly invoice relating to the Supplies.

Description of the Supplies

The provision of Maintenance services, as set out in the Order Form.

Maintenance

Connexus Networks shall ensure that the performance of the Maintained Equipment and the servicing meet the approved standard of the manufacturer including:

- a) telephone technical support
- b) an engineer visit to site when required
- c) service of the control unit and all components within it
- d) service of the key phone instruments (only covered if stated in the Order Form)
- e) service of voicemail and auto attendant software (only covered if stated in the Order Form)
- f) Connexus will endeavour to respond to reported faults within the terms of level of service taken by the customer, but at no time will a failure by Connexus to do so be construed as a material breach of this agreement.

Maintenance does not cover the following:

- a) failure due to movement of or changes to or disconnection from any of the approved systems
- b) failure of any supplies or connected service
- c) changes in the environment
- d) ancillary items including, but not limited to answer phones, call loggers, payphones, public address systems, printers, external music on hold sources, system cabling and consumables unless otherwise agreed in writing
- e) a Force Majeure Event.

Prices payable for the Supplies

Maintenance

As stated on the Order Form.

On-site engineering

Any engineering work outside of the maintenance services carried out at the Customer's premises will be charged at:

Telephony time-related charge

On Site Engineering per hour	£100 first hour then £75 per hour thereafter
On Site Engineering half day	£275.00
On Site Engineering full day	£550.00

IT time-related charge

On Site Engineering per hour	£85.00
On Site Engineering half day	£300.00

On Site Engineering full day	£600.00
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Remote programming

Any remote programming work outside of the maintenance services and carried out at the customer's request will be charged at:

Remote Telephony Engineering per 30 minutes	£30.00
Remote IT Engineering per 30 minutes	£40.00

Service Level Agreement

Maintenance

Bronze service cover encompasses the following:

- (a) Complete hardware cover Monday to Friday, 8.30 to 17.00 (excluding Public and Bank Holidays)
- (b) Four hour response for over 50% system failure, all other faults will be an eight hour response
- (c) Engineer to site within eight hours for system failure
- (d) Replacement of faulty components free of charge

Silver service cover encompasses the following:

- (a) Complete hardware cover Monday to Saturday, 8.30 to 20.00 (excluding Public and Bank Holidays)
- (b) Two hour response for over 50% system failure, all other faults will be a four hour response
- (c) Engineer to site within six hours for system failure
- (d) Replacement of faulty components free of charge

Gold service cover encompasses the following:

- (a) Bespoke hours of cover as agreed
- (b) Bespoke response as agreed
- (c) Bespoke Engineer to site as agreed
- (d) Replacement of faulty components free of charge

System failures are classified as a 50% or more failure of any part of the system and or applications such as voice mail and contact centre where these applications are specifically included in the maintenance services. For example, if over half of the phones ceased to operate on the system due to a card failure then this would be responded to as a system failure.

Software licences

None.

Special Conditions

1. Definitions

The following definitions apply in this Schedule:

Maintained Equipment: the equipment specified in Part 2 of this Schedule 4 or the Order Form, being the subject matter of the Service.

Relevant Subcontractor: the Subcontractor from whom Connexus is procuring and reselling the Service.

Service(s): the Supplies more particularly described in this Schedule and the Order Form.

2. The Service

- 2.1 The Customer agrees to receive the Service and pay the fees for the Service for the minimum period of service as detailed in the Order Form and thereafter until termination of the Service in accordance with the Contract.

- 2.2 The Customer may not make any unauthorised commercial use of the Service. The Customer agrees to keep full and accurate records of any and all operating units on or in connection with which the Service is enabled and shall permit Connexus and/or the Relevant Subcontractor to review and evaluate such records from time to time to ensure the Customer's compliance with this Condition.

3. Installation

- 3.1 Connexus and the Relevant Subcontractor shall attempt to comply with the Customer's reasonable requests in respect of installation, but the Relevant Subcontractor's decision on the routing of cables and wires and the positioning of outlets and the Maintained Equipment shall be final.
- 3.2 The Customer must return the Relevant Subcontractor's "Programming Information Sheet" to Connexus at least 10 days prior to the installation date. Without this installation may not be able to take place.

4. Maintained Equipment

- 4.1 The Customer must not move or make any changes to the Maintained Equipment without Connexus's permission or allow access to the system without Connexus's consent.
- 4.2 The Relevant Subcontractor will maintain the Maintained Equipment. Allowing a third party to work on the Maintained Equipment is a repudiatory breach of this Contract and the Customer acknowledges and agrees that following such breach Connexus may charge the Customer for such maintenance and/or the repair of the Maintained Equipment.