Tech Bench Services Description

1. Priority and Defined Terms

The priority of this Tech Bench Services Description is provided in the General Terms and Conditions. Any capitalised terms utilised in this Tech Bench Services Description that are not defined in paragraph 7 below shall have the definitions provided in each Services Order Form and the General Terms and Conditions.

2. Duration

MT shall make the Tech Bench Services available to the Customer through the MT retail outlet in Douglas during normal open hours.

3. Tech Bench Services

3.1 MT shall make the Tech Bench Services available to the Customer with the reasonable skill and care of a competent provider of such services.

3.2 MT shall use its reasonable endeavours to provide the Tech Bench Services in accordance with the terms hereof.

3.3 MT does not warrant that its Tech Bench Services will be free from faults or that its service provision will be continuous.

3.4 If the Customer requires MT to make amendments to any element of the Tech Bench Services that MT, acting reasonably, deems to be material or that MT considers falls outside of the original scope of the Tech Bench Services, then such amendments shall not be implemented until the Parties have complied with the Change Management Procedure in relation thereto.

3.5 The Customer fully understands and agrees that MT undertakes to carry out the work detailed therein at the Customer's own risk to the Customer's Own Equipment.

4. Customer Obligations

4.1 The Customer understands that MT accepts no liability for the loss of material from Customer's Own Equipment including, but not limited to, pictures, contacts, emails and documents, when carrying out Tech Bench Services. The Customer must make adequate back-ups of any material held on Customer's Own Equipment prior to undertaking Tech Bench Services.

5. Fees

5.1 In consideration of the Tech Bench Services being made available to the Customer by MT, the Customer shall pay to MT the Fees as provided in the Services Order Form in accordance with the terms of this Tech Bench Services Description and the General Terms and Conditions.

5.2 For the avoidance of doubt, MT reserves the right to make commercially reasonable adjustments to any of its Fees from time-to-time.

5.3 If the Customer's usage of the Tech Bench Services causes MT to incur additional fees that were not envisaged by the Parties or not included on any Services Order Form, then MT reserves the right to issue invoices to the Customer for the additional fees incurred by MT.

6. General

6.1 The Customer shall be liable for all of the acts and omissions of any of all Customer employees in relation to the services provided by MT to the Customer and otherwise.

6.2 The Customer shall comply at all times with all applicable laws and regulations (including the Computer Misuse Act 1990), any applicable Government or regulatory authority laws relating to any Internet or other services provided by MT to its customers and any Applicable Data Protection Laws in effect from time to time.

6.3 MT shall ensure that the Tech Bench Services shall comply with all applicable laws and regulations, any applicable Government or regulatory authority laws that may be relevant to MT's provision of the Tech Bench Services.

6.4 MT is not in a position to assess any consequential loss which the Customer may suffer as a result of any failure of the Tech Bench Services as described within this Tech Bench Services Description, or any other default on the part of MT and it would be impractical and uneconomic for MT to insure against such liability. Accordingly, the Parties agree that it shall the responsibility of the Customer to accurately assess any consequential losses that it and/or its clients may suffer and to obtain and maintain adequate insurance in relation to such exposure.

6.5 MT shall be entitled at any time to make any emergency changes to the Tech Bench Services which are necessary to comply with any applicable safety, security or other statutory requirements, which do not materially affect the nature or quality of the Tech Bench Services. MT shall inform the Customer as soon as reasonably practicable thereafter of any such changes that have been made.

7. Definition and Interpretation

7.1 In addition to defined terms provided each Services Order Form and the General Terms and Conditions or in any Schedules hereto, the terms and phrases provided below will have the meanings provided herein:

Change Management Procedure means the change management procedure provided as a Schedule to the General Terms and Conditions;

Customer's Own Equipment means equipment owned by the customer including, but not limited to, mobile handsets, routers and computing equipment applicable to Tech Bench Services as described in the Services Order Form;

General Terms and Conditions means MT's general terms and conditions, as may be amended from time to time, the latest version of which can be obtained at www.manxtelecom.com;

Parties mean the Customer and MT together and **Party** shall mean either of them;

Services Order Form means the service order form entered into by the Parties,

Tech Bench Services means the services that the Customer requires MT to provide as detailed on the Services Order Form and herein;

Tech Bench Services Description this document.