

SERVICES DESCRIPTION – CUSTOMER EQUIPMENT MAINTENANCE SERVICES

1. INTERPRETATION & ADDITIONAL DEFINITIONS

- 1.1 Unless the context otherwise requires, terms and phrases defined in the General Terms & Conditions and the Services Order Form and the Fees List will have the same meaning when used in this Services Description.
- 1.2 In addition to Paragraph 1.1, the terms and phrases provided below will have the same meanings when used in each of the General Terms & Conditions and the Services Order Form:

“Maintained Equipment” means all equipment listed in Attachment One that lists all Customer Equipment in relation to which MT has agreed to provide the Customer Equipment Maintenance Services.

“Premier Cover” means the form of the Customer Equipment Maintenance Services that operates twenty four (24) hours per day, seven days per week (including Isle of Man Public Holidays); unless otherwise agreed in writing by both Parties prior to the execution of the Services Order Form, MT endeavours to respond to the Customer within four (4) working hours of receipt of a Fault Report (the “Premier Response Time”);

“Response Times” means each of the Business Response Time, Premier Response Time and the Executive Response Time together.

“Business Cover” means the form of the Customer Equipment Maintenance Services that operates between the hours 08:00-18:00 hours on Monday to Friday (excluding Isle of Man Public Holidays); unless otherwise agreed in writing by both Parties prior to the execution of the Services Order Form, MT endeavours to respond to the Customer within four (4) working hours of receipt of a Fault Report (the “Business Response Time”); and

“Executive Cover” means the form of the Customer Equipment Maintenance Services that operates twenty four (24) hours per day, seven days per week (including Isle of Man Public Holidays); unless otherwise agreed in writing by both Parties prior to the execution of the Services Order Form, MT endeavours to respond to the Customer within two (2) working hours of receipt of a Fault Report (the “Executive Response Time”);

2. ADDITIONAL INFORMATION – CUSTOMER EQUIPMENT MAINTENANCE SERVICES

- 2.1 For the avoidance of doubt, the Customer Equipment Maintenance Services are described in more detail below:

- (a) The Customer Equipment Maintenance Services shall be comprised of the following elements:

Technical Support

Technical Support provides technical resource and expertise to resolve problems and restore systems to working conditions. There are three service options available with Technical Support; Telephone Support, Remote Support and On Site Support. Ad Hoc Support falls outside of the terms of this Customer Equipment Maintenance Service but is described in paragraph 2.1 (a) (iv) below for information.

- (i) **Telephone Support** - providing advice by telephone as to tests and checks to be carried out by the Customer.

The Customer telephones the Service Centre to report a fault with Maintained Equipment. The Service Centre can take calls on a 24 x 7 x 365 basis, however, it should be noted that MT will respond to the call in accordance with the level of cover taken by the customer. The MT Service Centre allocates a fault reference, the fault reference is allocated to an engineer who accepts the telephone call and assists the Customer. Should a suitable engineer not be available when the Customer calls in the fault, an appropriate engineer will call them back in accordance with the level of cover taken by the Customer; or

- (ii) **Remote Support** - carrying out remote diagnostic checks.

Where there is a separate agreement in place between the Customer and MT to allow remote support the Customer can contact the Service Centre and log a fault. An engineer is allocated the Fault and may first contact the Customer by telephone to request they carry out various tests and diagnostic checks to assist in the resolution of the fault. Where this does not resolve the fault then the engineer connects remotely to the Customer Equipment to try and resolve the problem. Should the engineer not be able to resolve the problem remotely, the fault reference will be allocated to the field engineering team who will go onsite to resolve the problem.

- (iii) **On Site Support** - visiting the Customer's Address, if the measures referred to in Paragraphs 2.1(a)(i) and 2.1(a)(ii) do not diagnose or clear the fault and where MT considers that it would aid diagnosis of the fault.

MT field engineers delivering on site support will endeavour to resolve the problem remotely before going on site. Should the engineers not be able to resolve the problem remotely, they will attend site. The engineers will work on site during the contracted on site hours of the customers cover. Work outside of this will be charged at MT's standard rates for ad hoc technical support. A valid fault reference will be required before an engineer can carry out any remedial work.

The following exclusions apply:

Additional ad hoc support without a service request reference. While an engineer is on site to respond to a service request logged with MT he will not carry out additional work requested by the customer without a proper service request being logged and approval to carry out the work from MT's Service Centre. An additional request for work may need a further appointment at a later date. If the additional problem can be resolved remotely, MT retains the right to choose the method used to resolve the problem.

- MT will not be held responsible for not adhering to response times in the event of no Customer contact being available for access to on site Equipment.

- (iv) **Ad Hoc Support** - carrying out routine inspection and/or testing of the Maintained Equipment (either remotely or by visiting the Customer's premises) in accordance with manufacturer's recommendations (if any) and in accordance with MT's normal practice for that kind of Maintained Equipment.

MT offers additional on site engineering assistance outside of this Maintenance contract. Standard ad hoc fees are charged and are available during normal working hours. Overtime rates apply for after-hours services provided.

The standard service is best effort and MT does not guarantee any response times under this service. The Customer pays a callout fee for ad hoc support in addition to the standard MT prevailing rates.

- (v) **Third Party Cover**

If the Customer elects to take out additional third party cover through MT for software or hardware support, such cover will be for an initial Minimum Period of 12 months and will automatically be renewed at the end of the Minimum Period unless the Customer provides (ninety) 90 days written notice of termination to MT. If the Customer elects to terminate Third Party Cover, or terminates this Agreement prior to the end of the Minimum Period, the Customer will be liable for the charges up until the Third Party Cover has been repaid in full.

- (b) MT shall provide the Customer Equipment Maintenance Services only in relation to normal wear and tear of the Maintained Equipment.

2.2 Hours of Cover

Working Hours and

Business

Premier

Executiv

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Registered office Isle of Man Business Park, Cooil Road, Braddan, Isle of Man IM99 1HX
Registered in the Isle of Man no 5629V



Response Times	Cover	Cover	e Cover
Business Hours 08:00-18:00	✓		
Business Hours 24 Hours		✓	✓
Business Days 5 (Mon-Fri)	✓		
Business Days 7		✓	✓
Including Public/Bank Holidays		✓	✓
2 Hour Response			✓
4 Hour Response	✓	✓	

Table 2

Cover					
MT Cisco Maintenance if Smartnet is in place through MT	8.00 – 18.00	24 x 7 x 365	Mon – Fri excluding Public Holidays	4 hour response	2 hour response
Business	✓		✓	✓	
Premier		✓		✓	
Executive		✓			✓
MT Cisco Maintenance if Smartnet is NOT in place or with another provider	8.00 – 18.00	24 x 7 x 365	Mon – Fri excluding Public Holidays	4 hour response	2 hour response
Business	✓		✓	✓	
Premier		✓		✓	
Executive		✓			✓
MT HP Maintenance	8.00 – 18.00	24 x 7 x 365	Mon – Fri excluding Public Holidays	4 hour response	2 hour response
Business	✓		✓	✓	
Premier		✓		✓	
Executive		✓			✓

Where MT employees are working at the site of a fault at the end of the business hours relevant to the level of cover taken, it may be possible for work to continue without a break at the Customer's request. This will be provided on a reasonable endeavours basis and only if MT engineers are available. MT will make an additional charge for this work at MT's standard rates for ad hoc technical support.

2.3 Escalation Process

In the event that MT are not able to repair equipment or software faults on Maintained Equipment and replacement is not practical for the Customer, the fault will be referred to the manufacturer using the 3rd line support agreements held between MT and its suppliers. The fault will remain open with MT until it has been resolved to MT's satisfaction.

2.4 Equipment Replacement

This service offers Maintained Equipment replacement with options for Customer replacement or on site replacement.

The customer must ensure that all Maintained Equipment failures are reported directly to the Service Centre and a fault reference is allocated to the customer, in accordance with the fault reference logging procedure. MT will provide details of relevant telephone numbers.

MT replaces the Maintained Equipment experiencing failure to preserve the current equivalent functionality.

Depending on the level of maintenance support selected by the Customer as detailed in Table 2 above the process for replacement of parts is:

Cisco

- **Smartnet is in place through Manx Telecom.**

MT will contact Cisco on the customer's behalf to activate the Cisco Smartnet, and fit a temporary replacement component to ensure the customer's service remains active until the Smartnet component arrives.

- **Smartnet is in place via another provider**

MT will contact Cisco on the customer's behalf to activate the Cisco Smartnet, and fit a temporary replacement component to ensure the customer's service remains active until the Smartnet component arrives.

- **No Smartnet is in place**

MT will fit a replacement part for a temporary period during which time the Customer raises a purchase order with MT for the new replacement part.

Once the Smartnet part or the new order arrives MT will revisit the site at a time agreed with the customer and replace the loan item with the new replacement part.

If where there is no Smartnet cover in place and no purchase order is received by MT after ten (10) working days then MT will charge a rental fee calculated of 10% per month of the RRP price of the spare monthly in advance.

HP

MT will fit a temporary replacement component to ensure the customer's service remains active and then contact HP on behalf of the Customer to confirm if a replacement part can be shipped under HP's lifetime warranty scheme. If HP lifetime warranty covers the particular item MT will request the new part to be shipped, when the new part arrives MT will revisit the site at a time agreed with the customer and replace the loan item with the new replacement part.

If the part is not covered by HP's lifetime warranty MT will fit a replacement part for a temporary period during which time the Customer raises a purchase order with MT for the new replacement part.

If where there is no lifetime warranty and no order is received by MT after 10 working days then MT will charge a rental fee calculated of 10% per month of the RRP price of the spare monthly in advance.

2.5 Customer Replacement

This service is offered during business hours between the hours of 08.00 and 18.00 and special arrangement must be made for after-hours Maintained Equipment replacement delivery. Customer reports a fault with the Service Centre. The replacement equipment is allocated to the Customer and is despatched by courier. The location of the faulty Maintained Equipment determines when the replacement will be delivered. The Customer will be notified of the expected arrival of the replacement.

The replacement is delivered to the Customer and the faulty Maintained Equipment is recovered. If the faulty Maintained Equipment is not recovered the Customer will return the faulty Maintained Equipment to MT within five working days. The Customer is responsible for return shipping of all parts that were not available for pickup at the time of drop-off. Should the Customer not return the faulty Maintained Equipment within the five working day period, the Customer shall be invoiced the list price for the faulty Maintained Equipment.

This service assumes that the Customer has the correct skills and resources to install and configure the replacement equipment into their infrastructure.

2.6 On Site Replacement

On site services include replacing faulty Maintained Equipment and configuring the Maintained Equipment to its original functionality. Any additional work required by the Customer is considered ad hoc support and the Customer has to log a request with MT before the engineer will commence with the additional work. The ad hoc service is charged out at MT's standard rates.

Remote equipment diagnosis is the first action taken for on site replacement where possible. If the Maintained Equipment is faulty then the fault is allocated to a field engineer, at the same time allocating replacement equipment.

On Site replacement is available dependant on the Customer's chosen level of cover. Customers who do not have a service portal are required to perform basic diagnostic tests to isolate the fault and determine faulty Maintained Equipment.

If the fault exists with MT supplied equipment not covered by this agreement, then MT reserves the right to separately charge for such services as detailed in MT's Standard Maintenance Service Price List in force from time to time as MT see appropriate.

The Customer is obliged to provide MT with access to their premises at the time agreed upon. Failure by the Customer to provide such access will result in the service level clock being stopped until access is made available and an additional charge may be levied. The Customer must allow the engineer on-site to service/replace the suspect Maintained Equipment upon arrival.

2.7 Software Support

Some manufacturers / vendors provide software support packages to offer bug fixes, minor release upgrades and major release upgrades at an additional cost.

Software support components may include:

- Software upgrades and updates.
- Low-cost, immediate software upgrades and updates to extend the life of software.
- Access to maintenance fixes.

Where this support has been purchased via MT the fix / upgrade will only be applied once the Customer has logged a fault. All other software upgrades are available as an additional service.

2.8 Bug Fixes / Upgrades

Where a manufacturer / vendor provides bug fixes or software upgrades free of charge MT will only apply these fixes / upgrades to those Customers when a fault has been logged. MT schedules the software upgrade and will download the software online first. If the software cannot be upgraded remotely, an engineer will be despatched to upgrade the software on site.

The software is configured to deliver the original configuration and features and all requests to change the configurations or apply any new features must be logged with MT Sales Department and MT reserves the right to implement the new features as part of the upgrade.

2.9 Software Upgrade

MT or the vendor recommends software upgrades to fix known problems associated with software versions or to apply new features to existing equipment. These upgrades fall outside of the bug fixes described in Paragraph 2.8.

The vendor may request a general upgrade before attempting to fix a software problem. In the event of any risk or a large multiple upgrade being a requirement, this will fall outside this agreement and will be charged for separately.

2.10 Network Diagrams

Where a network diagram is deemed necessary this will be provided either by the Customer and will be stored by MT on behalf of the Customer, or provided at the point of installation by MT and kept by MT on behalf of the Customer. The Customer is responsible for the continuous updating of the diagram and providing of the updated copies to MT.

3.0 Cover and Exclusions

3.1 If in MT's sole discretion a Fault arises in relation to the Maintained Equipment other than from normal wear and tear, which will include but not be limited to:

- (a) misuse; incorrect environmental conditions including incorrect temperature and humidity levels; faulty manufacture or design; mains electrical surges or failures;
- (b) lightning damage; electromagnetic interference; any other accidental or deliberate damage; or
- (c) replacing or providing additional wiring or cabling,

- then MT reserves the right to require the Customer to pay an additional fee for MT to inspect and/or rectify such Faults at MT's standard prevailing rates.
- 3.2 If a piece of Customer Equipment becomes faulty, then the Customer must notify MT in accordance with the Fault Reporting Procedure.
- 3.3 The Customer Equipment Maintenance Services shall be provided according to the level of cover taken, unless the Parties agree otherwise in writing, which agreement shall include specification of the additional fees that the Customer will incur, as specified in Paragraph 3.4.
- 3.4 Without prejudice to the provisions of the General Terms & Conditions, the Customer undertakes to pay all commercially reasonable, additional fees or charges that MT may charge at any time if:
- (a) MT provides any maintenance and/or replacement services outside of the relevant business hours related to the level of cover of taken and if no specific level of cover is taken then outside of normal working hours; or
 - (b) MT's obligations become more onerous as a result of the Customer's failure to comply with any of its obligations under this Customer Equipment Maintenance Services Description, then MT reserves the right to require the Customer to pay additional fees; or
 - (c) all reasonable charges that MT may make for replacement of any expended consumable items replaced by MT as part of its Maintenance/Replacement Services, including but not limited to batteries, paper and toner.
- 3.5 For Customers with Silver Cover, Gold or Platinum Cover:
- (a) the Customer will be required to provide MT with a telephone number and contact name(s) (the **"Contact Telephone Number"**) when the Fault Report is made that shall serve as the Customer's contact point throughout the duration of the Fault and to which MT will provide progress reports;
 - (b) if MT employees are working at a Customer Location to resolve a Fault at the end of normal working hours, then it may be possible for such MT employees to continue their work to resolve the Fault without a break, providing that relevant MT employees are available and provided that the Customer agrees to pay any additional fees associated with such overtime work.
- 3.6 For Customers with Standard Cover, MT will only undertake work to resolve a Fault during normal working hours.
- 3.7 As soon as reasonably practical following a Fault Report, MT will:
- (a) endeavour to comply with the Response Time relevant to the type of cover taken by the Customer; and
 - (b) take all proper steps to correct the Fault by repairing or (at MT's option) replacing all or part of the Maintained Equipment.
- 3.8 Silver Cover, Gold Cover and Platinum Cover may not be available for all Maintained Equipment.

- 3.9 If a Fault is not cleared during the Response Time, then MT shall use the Contact Telephone Number to advise the Customer as to the actions being taken to resolve the Fault.
- 3.10 If the Maintained Equipment is not of a portable nature and is moved other than by MT, then MT reserves the right to require the Customer to pay an additional fee if MT is required to inspect, test or correct any Faults caused by the move.
- 3.11 If the Maintained Equipment is disconnected from any MT service as a result of non-payment of any Fees and/or additional fees due to MT, then MT reserves the right to require the Customer to pay a further additional fee in relation to any reconnection services that MT is required to undertake in order to reconnect the Maintained Equipment to any MT service.
- 3.12 If MT provides replacement parts as part of the Services, then the replaced parts will forthwith become the property of MT.
- 3.13 MT reserves the right to remove all or part of the Maintained Equipment from any Customer Location or other premises for the purpose of inspection testing and repair.
- 3.14 Not included in the scope of the Customer Equipment Maintenance Services are:
- (a) Faults that do not affect the Maintained Equipment's satisfactory working;
 - (b) Faults of a minor or intermittent nature which do not significantly affect the use of the Maintained Equipment by the Customer; and
 - (c) loss of Customer generated software programs.
- 3.15 MT will offer the Customer Cisco or HP maintenance support depending on the equipment held by the Customer. The maintenance support packages available are:
- 1. Where Smartnet cover is taken through MT.
 - 2. Where Smartnet cover is taken through a third party and the Customer
 - 3. No cover selected.

HP

- 1. Selected HP products as determined by MT.

The Customer must provide MT a full list of equipment requiring cover, MT will then provide a quote to the Customer detailing the costs for each of the maintenance support options listed above.

4. ADDITIONAL CUSTOMER OBLIGATIONS

The Customer agrees:

- 4.1 to comply with and to operate the Maintained Equipment in accordance with MT's and/or the manufacturer's instructions and to use it only for a purpose for which it was designed;

- 4.2 with the exception of the provisions of Paragraph 4.3, not repair, adjust or modify the Maintained Equipment without MT's written consent nor to permit a third party to do so;
- 4.3 the Customer right to repair, adjust or modify the Maintained Equipment shall be limited solely to making configuration changes in accordance with and within the limits specified in the manufacturer's instructions and/or within the terms of the appropriate approval under Sections 16, 19 or 21 of the Telecommunications Act 1984;
- 4.4 not to connect any other equipment to the Maintained Equipment without first obtaining MT's written consent; and
- 4.5 to carry out any diagnostic and test routines supplied by MT or included in the manufacturer's instructions, and to allow MT to carry out remote diagnostic tests.

5.0 Service Credit

Where the Customer has contracted with MT to provide “Executive Cover”, “Premier Cover” or “Business Cover” but does not respond to a fault within the relevant Response Times for the cover taken, then the Customer will be entitled to a refund of one months cover for that item.

ATTACHMENT ONE
CUSTOMER MAINTAINED EQUIPMENT

