

Terms and Conditions for Maintenance and Repair Service for Privately Owned Equipment

1	Introduction and General Definition of Maintenance and Repair Service	1
2	Hours of Cover	2
3	Standard Cover.	2
4	Silver Cover.	3
5	Gold Cover 24 x 7 x 4.	3
6	Platinum Cover 24 x 7 x 2.	3
7	Labour Only Support	3
8	Technical Support	3
9	Ad Hoc Support	4
10	Third Party Cover	4
11	MT Obligations	5
12	Customer Obligations	5
13	Escalation Process	5
14	Equipment Replacement	5
15	Customer Replacement	6
16	On Site Replacement	6
17	Cover and Exclusions	6
18	Software Support	7
19	Bug Fixes / Upgrades	7
20	Software Upgrade	7
21	Network Diagrams	7
22	Contract	8
23	Charges	8
24	Additional Charges	8
25	Liability	9
26	Assignment, Removal of Equipment	9
27	Variation of Terms and Conditions	9
28	Entire Agreement	10
29	Force Majeure	10
30	Law	10

1 Introduction and General Definition of Maintenance and Repair Service

MT Maintenance Cover is a comprehensive support service combining traditional maintenance and technical support services. It enables enhanced service delivery to match the demands of existing and emerging business systems.

MT Maintenance Cover offers flexibility in the configuration of appropriate support arrangements and allows the customer to tailor the service according to their specific needs.

The Customer may select from four different levels of Service depending on their specific requirements. These are:

Standard, Silver, Gold and Platinum and these levels of cover provide the Customer with maintenance on Equipment and support of a suitably qualified engineer on identified equipment as agreed between Customer and MT. This may include support by telephone, remotely or on site at the Customer premises and repair or replacement of Equipment at MT's discretion.

If the Customer elects not to take any of the above four levels of cover then the Customer may opt for labour only support in certain circumstances.

Definitions

"MT" means Manx Telecom Ltd;

"the Service" means Routine Maintenance and/or Fault Repair as detailed within these Terms and Conditions and as applicable to the Customer's order;

- "the Customer") are as indicated
- "the Equipment") on MT's
- "the Commencement Date") acceptance of the
- "the Minimum Period of Service") Customer's order

2 Hours of Cover

Working Hours and Response Times	Standard Cover	Silver Cover	Gold Cover	Platinum Cover
Business Hours 08:00-18:00	✓			
Business Hours 08:00-18:00		✓		
Business Hours 24 Hours			✓	✓
Business Days 5 (Mon-Fri)	✓			
Business Days 6 (Mon-Sat)		✓		
Business Days 7			✓	✓
Including Public/Bank Holidays			✓	✓
2 Hour Response				✓
4 Hour Response		✓	✓	
Next Business Day	✓			

3 Standard Cover.

3.1 Working Hours and Response Times.

MT Standard Cover Operates during working hours (08:00-18:00) Mondays to Fridays (excluding Public/Bank Holidays). MT will aim to respond to a fault report, where it is received before 18:00 hours on one business day, by the end of the next business day. Work will only be carried out during working hours as defined above.

4 Silver Cover.

4.1 Working Hours and Response Times.

MT Silver Cover operates during the hours 08:00-18:00 Monday to Saturday (excluding Public/Bank Holidays). MT will respond within 4 business hours of receipt of a fault report. If the fault is not cleared during that period MT will advise the Customer via the Customer's contact telephone number of the progress being made to clear the fault. Where MT employees are working at the site of the fault at the end of business hours, it may be possible for work to continue without a break at the Customer's request. However, this will only be possible if MT employees are available. MT will make an additional charge for this work at MT's standard rates for ad hoc technical support

5 Gold Cover 24 x 7 x 4.

5.1 Working Hours and Response Times.

MT Gold Cover operates 24 hours a day, 7 days per week, 365 days a year including Public/Bank Holidays. MT will respond within 4 hours of receipt of a fault report. If the fault is not cleared during this period MT will advise the Customer via the Customer's contact telephone number of the progress being made to clear the fault.

6 Platinum Cover 24 x 7 x 2.

6.1 Working Hours and Response Times.

MT Platinum Cover operates 24 hours a day, 7 days per week, 365 days a year including Public/Bank Holidays. MT will respond within 2 hours of receipt of a fault report. If the fault is not cleared during this period MT will advise the Customer via the Customer's contact telephone number of the progress being made to clear the fault.

7 Labour Only Support

In certain circumstances MT will offer labour only support in conjunction with the Customers third party cover, there will be two available levels of cover. These are:

- Standard next business day (8.00am to 6.00pm Monday to Friday, excluding bank holidays)
- 24/7/365 4 hour response

MT will provide response to a fault raised in accordance with the above level of cover taken by the customer. Labour only support covers the physical replacement of a previously identified piece of equipment (as listed on the attached Schedule 1) where it no longer works (this does not include problems that have arisen due to configuration issues caused as a result of amendment / alteration by the Customer).

On receipt of the fault call by MT, an engineer will be dispatched to the Customer in accordance with the level of cover taken and will upon arrival at the Customer's premises obtain the third party replacement part from the Customer along with any configuration backup or documentation required by the Customer.

Once the faulty part has been removed, replaced and configured using the backup or the documentation provided by the Customer then MT's responsibility under this Agreement will have deemed to be fulfilled. It must be noted that if the configuration provided to MT is wrong or incomplete then this falls outside of the cover provided by MT's labour only support and any additional work will be charged in accordance with MT's standard prevailing rates.

8 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 Maintenance Contract but is described in Clause 8 for information.

8.1 Telephone Support

The Customer telephones the Service Centre to report a fault with contracted 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 support 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.

8.2 Remote Support

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 logs 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's 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.

8.3 On Site Support

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 MTs 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.

9 Ad Hoc Support

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.

10 Third Party Cover

If the Customer elects to take out additional third party cover through MT for software or hardware support, such cover will automatically expire at the end of the annual term unless renewal instructions are received by MT, in writing at least 30 days prior to the current expiry. Such instructions must include details of the cover taken and the renewal date, together with any reference or contract numbers relevant to the cover. If the Customer elects to terminate Third Party Cover, or terminates this Agreement prior to the end of the current term, the Customer will be liable for the charges up until the Third Party Cover annual expiry date.

11 MT Obligations

MT will:

- Provide all labour and relevant material required.
- Provide call entry into the MT Service Centre, in accordance with the times laid down in this Maintenance Agreement.
- Provide fault management until the fault is closed.
- Provide a response time in accordance with this Maintenance Agreement and the level of cover taken by the Customer. The response time is defined as the time period commencing when the MT Service Centre logs the fault and ends when the MT engineer either fixes the fault or arrives on customer site whichever is the earlier.

12 Customer Obligations

The Customer agrees:

- To allow MT full and convenient access to the Equipment at all reasonable times to provide adequate working space and facilities and to co operate in diagnosing faults;
- To care for and operate the Equipment in accordance with MT's and/or manufacturer's instructions and to use it only for a purpose for which it was designed;
- Not to repair adjust or modify the Equipment without MT's written consent. However the Customer may make configuration changes in accordance with and within the limits specified in the suppliers customer documentation and within the terms of the appropriate approval under Sections 16, 19 or 21 of the Telecommunications Act 1984; the Customer shall notify MT of such configuration changes but MT shall not be entitled to withhold consent;
- Not to connect any other equipment to the Equipment without notifying MT in writing. If such connection makes MT's obligations under this Contract more onerous, MT may levy additional charges in accordance with MT's Standard Maintenance Service Price List in force from time to time as MT see appropriate;
- To take all reasonable and proper precautions to protect the health and safety of MT personnel while on the Customer's premises.

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 where appropriate. If as a result of the Customer's failure to do so and MT has to do additional work, MT may make Additional Charges in accordance with Clause 23.

- Access to site premises to deliver equipment, resolution of problems and engineering resources especially on 24 x 7 x 365 cover entitlements.
- Updating of site contact information to ensure efficient problem resolution, escalation and access.

13 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.

14 Equipment Replacement

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

The customer must ensure that all 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 Equipment experiencing failure to preserve the current equivalent functionality.

15 Customer Replacement

This service is offered during business hours being between the hours of 08.00 and 18.00 and special arrangement must be made for after-hours 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 Equipment determines when the replacement will be delivered. The Customer will be notified of the expected arrival of the replacement Equipment.

The replacement Equipment is delivered to the Customer and the faulty Equipment is recovered. If the faulty Equipment is not recovered the Customer will return the faulty 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 Equipment within the five working day period, the Customer shall be invoiced the list price for the faulty Equipment.

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

16 On Site Replacement

On site services include replacing faulty Equipment and configuring the 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 standard rates.

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

On Site Equipment 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 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 Equipment upon arrival.

17 Cover and Exclusions

MT Maintenance only covers faults resulting from normal wear and tear. In the case of faults from other causes, Additional Charges will be payable, such others causes include:

- Misuse; incorrect environmental conditions including incorrect temperature and humidity levels; faulty manufacture or design; mains electrical surges or failures;
- Lightening damage; electromagnetic interference; any other accidental or deliberate damage.
- An Additional Charge will be payable for replacing or providing additional wiring or cabling.
- Where telecommunication service provided by MT to which the Equipment is connected is lawfully taken out of service as a result of non-payment of any charges due to MT, an Additional Charge will be payable for any work carried out by MT in restoring the Equipment to operational condition.

- Where the Equipment is not of a portable nature and is moved other than by MT, MT may inspect/test the Equipment and correct any defects caused by the move, and Additional Charges shall be payable.
- Where MT provides replacement parts the parts removed will forthwith become the property of MT.
- MT may remove all or part of the Equipment from the Customer's premises for the purpose of inspection testing and repair but whenever reasonably practicable will take steps to protect the continuity of the Customer's facilities.

The Fault Repair Service does not cover:

- Faults which do not affect the Equipment's satisfactory working;
- Faults of a minor or intermittent nature which do not significantly affect the use of the Equipment by the Customer;
- Loss of Customer generated software programs.

18 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.

19 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.

20 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 Clause 18.

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.

21 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.

22 Contract

22.1 Commencement

The Service shall commence and the charge shall accrue from the Commencement Date which will be indicated by MT's acceptance of the Customer Order unless 21.1.1 applies.

21.1.1 If MT did not supply the Equipment or if the Commencement Date is later than the date of expiry of any period of guarantee given by MT, MT shall be entitled to inspect/test the Equipment before accepting it for maintenance. The Contract shall not come into effect until MT notifies its acceptance in writing. The date of acceptance shall be treated as the Commencement date. The Customer shall pay MT's reasonable charges for the inspection/testing calculated by reference to MT's applicable man-hour rate for time expended.

22.2 Termination

22.2.1 This Contract, subject to clauses 21.2.3 and 21.2.4, shall run for the Minimum Period of Service measured from the Commencement Date as indicated on the Customer Order.

22.2.2 Thereafter either party may terminate it at any time by giving not less than 90 days' written notice to the other expiring at any time after the end of the Minimum Period of Service.

22.2.3 Either party may terminate this Agreement (without prejudice to its accrued rights) forthwith by written notice to the other if the other party: -

- a) is in breach of this Agreement and fails to remedy such breach within 30 days of written notice to do so; or
- b) commits any act of bankruptcy or is declared bankrupt or compounds with his creditors; or any of his assets is seized or distress is levied against him or a petition for a receiving order in bankruptcy is presented or made against him; or a petition for an administration order is presented against it or a resolution is proposed or a petition to wind it up is presented or a receiver or administrative receiver is appointed in respect of it or anything analogous to any of the foregoing occurs in any jurisdiction in respect of it.

22.2.4 If the Customer purports to terminate the Contract during the Minimum Period of Service, charges shall nevertheless continue to be payable as if the Contract had continued up to the end of the Minimum Period of Service; provided that where the Customer gives 90 days written notice of termination because of an increase in the Standard Charges published by MT this contract shall terminate on the expiration of such notice and this clause shall not apply.

23 Charges

Charges for the Service shall be calculated by reference to MT's Standard Maintenance Service Price List in force from time to time ((copies of which are available from MT, (see Clause 26)). All charges are payable 30 days after receipt of the bill. The Customer will be entitled to a pro rata refund upon termination during a quarter (except where the termination results from a breach of the Customer's obligations under the Contract).

24 Additional Charges

In the following cases MT may charge Additional Charges calculated by reference to the cost of materials and to MT's applicable man hour rate for time expended:

- Where MT carries out work or provides replacement parts in connection with faults which do not result from fair wear and tear;
- Where MT responds to a fault report and no fault is found to exist or the fault reported is not one covered by this Contract;

- Where performance of MT's obligations is made more difficult or costly by a breach of the Customer's obligations under this Contract;
- Where MT is unable to get access to the Equipment;
- Where MT works at the Customer's request outside the applicable working hours;
- Where MT carries out inspection/testing of the Equipment and corrects defects;
- Where MT replaces or provides additional wiring and cabling.

All charges under this Contract are payable 30 days after receipt of the bill and are subject to VAT at appropriate rates in force. MT may charge daily interest on late payments at an annual rate equal to 4% per annum above the base-lending rate of HSBC Plc from time to time.

25 Liability

- 24.1 Except insofar as MT fails to comply with the obligations expressly contained in this Contract it shall not be liable for any loss, expense or damage arising from stoppage, failure or deterioration of the Equipment.
- 25.4.2 In performing any obligation under this Contract, MT's duty is only to exercise the reasonable skill and care of a competent telecommunications service provider;
- 24.1.3 Where MT has entered into a Contract with the Customer to provide "Platinum", "Gold" or "Silver" cover but does not respond to a fault within the contracted period, the Customer will be entitled to a refund of one months cover for that item equivalent to the difference between Standard cover and the cover taken.
- 25.4.4 In no circumstances shall MT be liable in contract, tort, or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings, or for loss or corruption to data or for any indirect or consequential loss whatsoever.
- 24.1.5 MT does not exclude or restrict:
- 24.1.6 Liability arising by virtue of Part 1 of the Consumer Protection Act 1991; or for death or personal injury resulting from its own negligence;
- 24.1.7 MT's liability in contract, tort, or otherwise (including liability for negligence) under or in connection with this Contract is limited to £1,000,000 for any event or series of related events and £2,000,000 for all events in any period of 12 months;
- 24.1.8 Each provision of this paragraph operates separately in itself and survives independently of the others.

26 Assignment, Removal of Equipment

The Customer shall not assign all or any of its rights or obligations under this Contract without the prior written consent of MT. MT may assign or sub-contract any of its rights and/or obligations hereunder to a third party without the Customer's consent.

MT is not obliged under this Contract to provide the Service at premises other than the Equipment address specified in this Contract.

27 Variation of Terms and Conditions

MT can from time to time change the Terms and Conditions of this Contract other than the charges payable under it by a document referring expressly to this paragraph and signed by a duly authorised employee of MT. MT will publish details of any changes (including the operative date) in its main office as soon as possible and in any event not less than 2 weeks before any change is to take effect, except that if the change is made to a provision of this Contract limiting or excluding MT's liability for breaches of duty to the Customer (in contract or tort) MT will give the Customer not less than 2 weeks notice of the change.

28 Entire Agreement

The Customer acknowledges that this document contains the entire terms of the Contract and supersedes all prior oral or written communications. It may not be amended except in writing and signed by an authorised representative of MT.

29 Force Majeure

Neither party is liable for any breach of this Contract where the breach is caused by an Act of God; insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, either party's compliance with any statutory obligation or an obligation under a statute, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omissions of persons for whom neither party is responsible (including in particular other telecommunications providers) or any other cause whether similar or dissimilar outside MT's or the Customer's reasonable control.

30 Law

This Contract shall be governed by and construed in accordance with Isle of Man law and the parties hereby irrevocably submit to the jurisdiction of the Isle of Man High Court.

