

Service Description – Customer Equipment Mitel Maintenance



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1. INTERPRETATION & ADDITIONAL DEFINITIONS

1.1 Unless the context otherwise requires, terms and phrases defined in the Terms and 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 Terms and Conditions and the Services Order Form:

“Bronze Cover” means the cover provided where the Customer does not allow Manx Telecom to remotely access their Mitel Controller

“Gold Cover” means the cover provided where the Customer does allow Manx Telecom to remotely access their Mitel Controller

“Maintained Equipment” means all Customer equipment listed on the Services Order Form to which Manx Telecom has agreed to provide the Customer Equipment Maintenance Services;

“Fault” means when either Party has reason to suspect that the Maintained Equipment is not performing correctly or not at all.

“Service Level One” means the level of Customer Equipment Maintenance Service that clears faults within 6 hours any time, any day and operates 24 x 7 x 365 including Isle of Man Public Holidays;

“Service Level Two” means the level of Customer Equipment Maintenance Service that clears faults by 17:00 hours on the next working day and operates between the hours 08:00 and 18:00 Monday to Saturday including Isle of Man Public Holidays. Engineering attendance is available outside of these hours but is subject to additional fees;

“Service Level Three” means the level of Customer Equipment Maintenance Service that clears faults by 17:00 hours two working days after the day reported and operates between the hours 09:00 and 17:00 Monday to Friday excluding Isle of Man Public Holidays. Engineering attendance is available outside of these hours but is subject to additional fees;

“Third Party Cover” means additional hardware and/or software support agreements with specific equipment manufacturers.

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2. CUSTOMER EQUIPMENT MAINTENANCE SERVICES

2.1 Technical Support - An engineer will only carry out work if there has been a valid service request logged and such request has been notified to the engineer by the Manx Telecom Service Centre.

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

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 Manx Telecom Service Centre to report a fault with Maintained Equipment. The Manx Telecom Service Centre can take calls on a 24 x 7 x 365 basis, however, it should be noted that Manx Telecom will respond to the call in accordance with the level of cover taken by the Customer. The Manx Telecom 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 an agreement, detailed on the Services Order Form, between the Customer and Manx Telecom to allow remote support the Customer can contact the Service Centre and log a fault with the Maintained Equipment. 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 may connect remotely to the Customer Equipment to try and resolve the problem. Should the engineer not be able to resolve the problem remotely, a site visit will be arranged to resolve the fault.

(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 Manx Telecom considers that it would aid diagnosis of the fault.

The Manx Telecom engineer will endeavour to resolve the problem remotely before going on site. Should the engineer not be able to resolve the problem remotely, they will attend site. The engineer will work on site

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during the contracted on site hours depending on the Customers service level. Work outside of this will be charged at Manx Telecom'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:

Manx Telecom will not carry out any additional ad hoc support without a service request reference. An additional request for work may need a further appointment at a later date. If the additional problem can be resolved remotely, Manx Telecom retains the right to choose this method to resolve the problem.

Manx Telecom will not be held responsible if the Service Level clear times is missed due to the Customer not allowing access to the Maintained 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 the equipment manufacturer's recommendations (if any) and in accordance with Manx Telecom's normal practices for specific Maintained Equipment.

Manx Telecom offers on site engineering assistance outside of the stated Service Level hours; additional fees will apply. Engineering assistance outside of stated Service Level hours are provided on a best endeavours basis and Manx Telecom does not guarantee any response or clear times.

(v) Third Party Cover

If the Customer elects to take out additional third party cover through Manx Telecom, and detailed on the Services Order Form, for software or hardware support for specific Maintained Equipment such cover will be for a Minimum Period of 12 months and will be automatically renewed annually unless the Customer provides (ninety) 90 days written notice of termination to Manx Telecom. If the Customer elects to terminate Third Party Cover, or terminates the

Customer Equipment Maintenance Service 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) Manx Telecom shall provide Customer Equipment Maintenance Services on Maintained Equipment only.

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1.1 Service Levels

Working Hours and Clear Times	Service Level Three	Service Level Two	Service Level One
Business Hours 09:00-17:00	✓		
Clear by 17.00 hrs two working days after the day reported	✓		
Business Days 5 (Mon-Fri)	✓		
Call out available for additional fee	✓		
Business Hours 08:00-18:00		✓	
Clear by 17.00 hrs on the next working day		✓	
Business Days 6 (Mon-Sat)		✓	
Including Public/Bank Holidays		✓	
Call out available for additional fee		✓	
Business Hours 24x7x365			✓
Clear within 6 Hours			✓
Business Days 7			✓
Including Public/Bank Holidays			✓
Call out as part of package			✓
Additional Benefits			
1 x FOC Controller Health Check per year		✓	✓
1 x FOC System Back-up per year		✓	
2 x FOC System Back-up's per year			✓
FOC System Software upgrades within "Working Hours" (must be pre arranged)		✓	
FOC System Software upgrades anytime (must be pre arranged)			✓
10 units of Engineering time per year for MAC's**			✓

**

Work carried out between 8.00am and 6.00pm Monday to Friday excluding Public/Bank Holidays	2 units per hour
Work carried out between 6.00pm and 8.00am Monday to Friday and all day Saturday	3 units per hour
Work carried out on Sunday and Public/Bank Holidays	4 units per hour

Where Manx Telecom engineers are working at the site of a fault at the end of the business hours relevant to the Service Level, 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 Manx Telecom engineers are available. Manx Telecom will make an additional charge for this work at Manx Telecom's standard rates for ad hoc technical support.

2.3 Escalation Process

In the event that Manx Telecom 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 Manx Telecom and its suppliers. The fault will remain open with Manx Telecom until it has been resolved.

2.4 Equipment Replacement

Customer Maintained Equipment Services provides replacement of faulty Maintained Equipment with options for Customer own replacement or Manx Telecom engineering on site replacement.

Manx Telecom will replace Maintained Equipment experiencing failure subject to it still being supported by the manufacturer and spares are available through Manx Telecom approved suppliers. If the failed

equipment is part of the Maintained Equipment but not under Manufacturers support Manx Telecom will provide a discounted quote (15% off the normal hardware sale price) for a suitably supported alternative.

Handsets are considered as consumables and will not be covered under the faulty equipment replacement part of this agreement. Customers will receive a quote for a replacement handset discounted at 15% off the Manx Telecom standard buy price

Any replacement of Maintained Equipment is dependent on appropriate Third Party Cover and will be performed within the hours of the Service Levels stated in 2.2:

2.4.1 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

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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 Manx Telecom within five working days. The Customer is responsible for the 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.

2.4.2 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 Manx Telecom before the engineer will commence with the additional work. The ad hoc service is charged out at Manx Telecom'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 Service Level.

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

The Customer is obliged to provide Manx Telecom 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.

2.5 Software Support

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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 Manx Telecom the fix / upgrade will only be applied once the Customer has logged a fault. All other software upgrades are available as an additional service.

2.6 Bug Fixes / Upgrades

Where a manufacturer / vendor provides bug fixes or software upgrades free of charge Manx Telecom will only apply these fixes / upgrades to those Customers when a fault has been logged. Manx Telecom 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 Manx Telecom Sales Department and Manx Telecom reserves the right to implement the new features as part of the upgrade.

2.7 Software Upgrade

Manx Telecom 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 2.6.

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.

2.8 Network Diagrams

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

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3.0 Exclusions

3.1 If in Manx Telecom'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 Manx Telecom reserves the right to require the Customer to pay an additional fee for Manx Telecom to inspect and/or rectify such Faults at Manx Telecom's standard prevailing rates.

3.2 If a piece of Customer Equipment becomes faulty, then the Customer must notify Manx Telecom 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 Terms and Conditions, the Customer undertakes to pay all commercially reasonable, additional fees or charges that Manx Telecom may charge at any time if:

- (a) Manx Telecom 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) Manx Telecom'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 Manx Telecom reserves the right to require the Customer to pay additional fees; or
- (c) all reasonable charges that Manx Telecom may make for replacement of any expended consumable items replaced by Manx Telecom as part of its Maintenance/Replacement Services, including but not limited to batteries, paper and toner.

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3.5 Telephone handsets, cords and other associated equipment such as headsets etc are considered to be consumables and are not covered under the equipment replacement of this agreement. Where this type of consumable is faulty Manx Telecom will try to fix the problem but where the item needs replacing Manx Telecom will provide the customer a discounted quote (10% off the normal hardware sale price) for a suitably supported alternative.

3.6 For Customers with Service Levels One and Two:

(a) the Customer will be required to provide Manx Telecom with a telephone number and contact name(s) (the “Contact Telephone Number”) when the Fault is reported and this shall serve as the Customer’s contact point throughout the duration of the Fault and to which Manx Telecom will provide progress reports;

(b) if Manx Telecom engineers are working at a Customer Location to resolve a Fault at the end of normal working hours, then it may be possible for such Manx Telecom engineers to continue their work to resolve the Fault without a break, providing that relevant Manx Telecom engineers are available and provided that the Customer agrees to pay any additional fees associated with such overtime work.

3.7 For Customers with Service Level 3 Cover, Manx Telecom will only undertake work to resolve a Fault during normal working hours.

3.8 As soon as reasonably practical following a Fault Report, Manx Telecom will:

(a) endeavour to comply with the Clear 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 Manx Telecom’s option) replacing all or part of the Maintained Equipment.

3.9 Service Levels One and Two may not be available for all Maintained Equipment.

3.10 If a Fault is not cleared during the Clear Time, then Manx Telecom shall use the Contact Telephone Number to advise the Customer as to the actions being taken to resolve the Fault.

3.11 If the Maintained Equipment is not of a portable nature and is moved other than by Manx Telecom, then Manx Telecom reserves the right to require the Customer to pay an additional fee if Manx Telecom is required to inspect, test or correct any Faults caused by the move.

3.12 If the Maintained Equipment is disconnected from any Manx Telecom service as a result of non-payment of any Fees and/or additional fees due to Manx Telecom, then Manx Telecom reserves the right to

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require the Customer to pay a further additional fee in relation to any reconnection services that Manx Telecom is required to undertake in order to reconnect the Maintained Equipment to any Manx Telecom service.

3.13 If Manx Telecom provides replacement parts as part of the Services, then the replaced parts will forthwith become the property of Manx Telecom.

3.14 Manx Telecom 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.

3.15 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.

4. ADDITIONAL CUSTOMER OBLIGATIONS

The Customer agrees:

4.1 to comply with and to operate the Maintained Equipment in accordance with Manx Telecom'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 Manx Telecom's written consent nor to permit a third party to do so;

4.3 the Customer's 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 Manx Telecom's written consent; and

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4.5 to carry out any diagnostic and test routines supplied by Manx Telecom or included in the manufacturer's instructions, and to allow Manx Telecom to carry out remote diagnostic tests.

4.6 to remain up to date and compliant with the Manufacturers guidelines for software & hardware

4.7 where they fail to remain manufacturer software &/or hardware compliant this will invalidate the applicable Service Care Level which will become “a best endeavours fix” rather than a guaranteed fix until the software &/or hardware become manufacturer compliant at which time the Service Care Level guaranteed fix time will apply.

5. SERVICE LEVEL GUARANTEE

5.1 For details of Manx Telecom Service Level Guarantee and Service Credits please refer to the Service Care Level Description available on our website.



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