



## **TERMS AND CONDITIONS FOR THE SERVICE AND SUPPORT**

### **OF OAK COMMUNICATIONS MANAGEMENT SYSTEMS**

1. In this document, including any schedule, where the context admits :
  - 1.1. "Company" means service provider, normally Oak Telecom Ltd
  - 1.2. "Customer" means software/hardware end-user
  - 1.3. "Service" means Technical Support provided by the Company to the Customer via telephone, email, fax, website or visit, depending on Level of Service subscribed to
  - 1.4. "Level" means break down of degree of Service offered by the Company to the Customer
  - 1.5. "Company's Schedule of Charges" means the Company's published pricing structure for Service Renewals
  - 1.6. "Equipment" means software and/or hardware provided by the Company to the Customer
  - 1.7. "Customer Schedule" means equipment provided by the Company to the Customer
  - 1.8. "Renewal Invitation Letter" means letter sent to the Customer, informing them of expiry of existing Service and inviting them to renew for the following term
  - 1.9. "Service Level Agreement" means basis of acceptance to the Terms & Conditions of Service & Support for the said Equipment by receipt of the completed Renewal Form by the Company from the Customer, confirming Level of Service required
  - 1.10. "Service Charges" means price of subscribed level of Service
  - 1.11. "Renewal Form" means attachment to Renewal Invitation Letter, completed by the Customer as acceptance to the Terms & Conditions of Service & Support and confirmation of their intention to proceed with the Service offered
  - 1.12. "Purchase Order" means written instruction by the Customer for the Company to supply Equipment or Services in advance of payment
  - 1.13. "Standard Tariff Updates" means the maintenance of up-to-date carrier call charge tables for selected carriers and for their published standard rates. These tables are non-specific to any Customer
  - 1.14. "Custom Tariff Updates" means up-to-date carrier call charge tables not supported automatically by the Company and specific to the Customer

Upon payment in advance of the appropriate charge, as laid down in the Companies Schedule of Charges, the Equipment listed in the Customer Schedule will be supported by the Company for a period of twelve months from the commencement date of this Agreement. The Customers attention is drawn to the following Terms and Conditions.

2. The duration of this Agreement shall be from the date specified in the Renewal Invitation Letter which shall be for a minimum period of twelve months from the commencement date.
3. Service Level Agreements must run concurrently from one year to the next, although the Customer may elect to change the Level.
4. In the event that a lapsed Agreement is renewed within 3 months of the previous Agreement's expiry date, the Service will be backdated to ensure that the Agreement runs concurrently. Should the Customer request that a lapsed Agreement be renewed after a period in excess of three months following its expiry a site visit by a Company Engineer will be required to ensure that the Customer's System is running correctly for which an additional charge will be made by the Company to and paid by the Customer in advance. The associated charge for any such additional works will be quoted to and agreed by the Customer prior to the commencement of any such works.
5. The Customer agrees to pay the appropriate Service Charges at the time of returning the completed Renewal Form or within 7 days receipt of the Company's invoice, following submission of their own Purchase Order (and thereafter annually). If any invoice due to be paid by the Customer remains unpaid 7 days from date of invoice, the Company shall have no obligations or liabilities under this Agreement which at the Company's election shall in those circumstances be terminated forthwith. Any additional charges incurred by the consequent delay in carrying out Service shall be paid by the Customer.
6. In the event that a Customer chooses to upgrade from one level to another, mid-term, any subsequent additional credits or service visits are valid only until the end of the term and cannot be carried forward to the following year's service arrangement.
7. Standard Tariff Updates will be sent to the Customer annually upon renewal of the Service Agreement. The Company shall make every effort to revise these Standard Tariffs regularly, but it is the Customer's responsibility to formally request updates at any other time.
8. Custom Tariff Updates are specific to the individual Customer and are provided as per the Service Level elected by the Customer. It is the sole responsibility of the Customer to inform the Company of any tariff rate changes by their carrier and to make any requests for updates.
9. Upon the anniversary of the commencement of this Agreement, the Company reserves the right to revise the annual Service Charge. The Company will notify the Customer of any increase in Service Charges one month prior to the renewal date.



10. Specifically excluded from Service are faults caused by mis-operation and misuse by the Customer causing physical damage, harmful substances causing contamination of the electrical or mechanical parts, connection to an improper power source and damage through accident, lightning or flood. Any replacement parts which may be required as a result of misuse, neglect, burglary, fire, theft, accidental damage, howsoever caused, shall be supplied and fitted at an extra charge to the Customer.
  11. Additionally, hardware supplied by the Company will be serviced and repaired during the manufacturers warranty period, but upon expiry of such guarantees, replacement parts and/or new Equipment will be charged to the Customer at cost, plus 10% handling/shipping charge.
  12. This Agreement is conditional upon the use of original spare parts and sundries. Use of unauthorised components, or allowing any person not authorised by the Company to tamper with the Equipment, may render (at the Company's election) the Agreement void.
    - 12.1. Any repairs, necessitated by Clause 12. may require an additional charge being made to rectify any faults or damage caused.
  13. Work will be carried out during the Company's normal business hours 09.00 to 17.00 Monday to Friday excluding Public Holidays. Service will only be provided outside these times by prior arrangement and subject to out of hours charges. Immediate access must be provided to the Equipment upon arrival at the Customer site.
  14. Technical queries will be dealt with as promptly as possible upon receipt of a message logged with a Technical Support representative and in line with the appropriate Service Level Agreement. A fault reference number will be allocated to each individual query. The Company shall not be held responsible for any delay in carrying out the said Service which is due to circumstances beyond their control.
  15. To enable the Company to meet its obligations under this Agreement, the Customer must give written notification of any relocation of the Equipment by the Customer from the address to which the Equipment was originally delivered by the Company.
  16. The Customer shall not be entitled to assign or otherwise dispose or transfer the benefit of this Agreement or any interest therein to a third party.
  17. The Agreement shall remain in force until terminated in any one of the following ways:-
    - 17.1 By either party forthwith on written notice if the other party is in breach of this Agreement which if remediable is not remedied within 22 working days of notice thereof in writing being given by the Company or the Customer as the case may be to the defaulting party.
    - 17.2 By either party forthwith on written notice if the other party shall become bankrupt or make an arrangement with its creditors to go into liquidation.
- Termination of the Agreement shall not prejudice any rights of either party which have arisen on or before the date of termination.
18. Any variation or special exemptions in respect of any of the terms of this Agreement must be signed personally by a Director of the Company, other Company employees and representatives are not authorised to vary the Terms and Conditions of this document.
  19. The Agreement shall not operate or be construed to cover any claims in respect of consequential losses of whatsoever nature, either from malfunction or otherwise howsoever arising, and shall be limited to the replacement of defective parts and the appropriate repair of the Equipment at cost borne by the Customer.
  20. Software is supported as per the Service Level elected by the Customer.
    - 20.1. Technical Support must not be used as a training service.
    - 20.2. The Company reserves the right not to offer support to any personnel other than the named trained user's on our database.