

# Silver Lining Convergence Limited

## ADDITIONAL TERMS AND CONDITIONS FOR THE SUPPLY OF MAINTENANCE AND SUPPORT SERVICES

### 1 INTERPRETATION

- 1.1 In addition to those words and expressions defined in the General Conditions, the following additional definitions shall apply in these Network Conditions:-
- 1.1.1 **Customer System:** means the Customer's system, software, network or equipment as described in the Order, which are the subject of the Maintenance Services.
- 1.1.2 **Maintenance Conditions:** means these Additional Conditions which in addition to the General Conditions, shall apply to the provision by the Supplier of the Maintenance Services.
- 1.1.3 **Maintenance Services:** means the maintenance and support services and associated facilities described in the Order.
- 1.1.4 **Site** means the site owned or controlled by the Customer at which installation, set-up or on-site Services take place, as referenced in the Order.
- 1.2 A reference in these Maintenance Conditions to the 'Services' shall (unless otherwise expressly indicated) be deemed to be a reference to the Maintenance Services and/or the Ancillary Services (as appropriate).

### 2 APPLICABILITY OF THESE MAINTENANCE CONDITIONS

- 2.1 In addition to the General Conditions, the following shall apply to the provision of Maintenance Services and Ancillary Services by the Supplier pursuant to any Order and shall form part of the Contract:-
- 2.1.1 these Maintenance Conditions; and
- 2.1.2 any applicable SLA referred to in the Order or in any applicable MSA.

### 3 SUPPLY OF MAINTENANCE SERVICES

- 3.1 The Supplier shall supply the Maintenance Services in accordance with the Contract.
- 3.2 The Supplier may make changes to the Services as necessary:-
- 3.2.1 to comply with any legal or safety requirement;
- 3.2.2 to reflect the withdrawal of or a significant change to the technology used to provide the Services; or
- 3.2.3 which do not materially affect the nature or quality of the Services;
- 3.2.4 and the Supplier shall notify the Customer in any such case. In the event that any change to the Services results in a material adverse impact on the nature or quality of the Services, the Customer may terminate the Contract upon written notice to the Supplier without incurring any Cancellation Charges.
- 3.3 The Supplier will use reasonable efforts to procure that its employees and sub-contractors will have due regard to the Customer's reasonable requirements with regard to health and safety whilst carrying out works at the Site.
- 3.4 The Supplier may give directions about the use of the Services to the Customer which the Supplier thinks are reasonably necessary in the interests of safety or the quality of the Services. The Customer shall comply with all such directions.
- 3.5 Where replacement parts are provided by the Supplier, the parts removed shall become the property of the Supplier.
- 3.6 Supplier may, at any time, substitute a later release of Software which will incorporate corrections in lieu of patch fixes on earlier releases. Later releases providing unchanged features and facilities shall be provided free of charge.
- 3.7 If the Customer requests the Supplier (and the Supplier agrees) to incorporate new features and/or facilities into the Customer System, the Supplier may levy additional charges

for such new features at rates to be agreed between the parties.

- 3.8 If at any time:-
- 3.8.1 the reconfiguration of any Software included in the Customer System is necessary in order to alter the operational parameters of the Customer System; and/or
- 3.8.2 any modifications to (including the removal or replacement of, or the addition of any components to) the Customer System is necessary in order to ensure the continued compatibility of the Customer System with updated versions of any relevant Software;
- the Supplier may make an additional charge for this work. Such charge shall (unless otherwise agreed between the parties in writing) be calculated at the Supplier's standard rates. Such rates are available on the Supplier's website (<http://www.everycloud.eu/standard-charges.html>).
- 3.9 The Customer acknowledges that new releases of Software may create operational differences in the Customer System due to changes in the features and facilities of Software as implemented in the New Release. Supplier shall use all reasonable endeavours to minimise such differences and to advise the Customer of any material operational differences in any new release prior to implementation.
- 3.10 The implementation in the Customer System of later releases of Software may require that handset soft programming becomes reset. In such circumstances, the re-installation of the user programmable functions in any handsets under available soft keys is not included in the Maintenance Service and is the responsibility of the Customer. If the Customer requests (and the Supplier agrees) to carry out this work, the Supplier may make an additional charge for the work. Such charge shall (unless otherwise agreed between the parties in writing) be calculated at the Supplier's standard rates. Such rates are available on the Supplier's website (<http://www.everycloud.eu/standard-charges.html>).
- 3.11 If at the request of the Customer, the Supplier undertakes work to investigate any fault occurring which is not attributable to any failure of the Customer System, the Supplier reserves the right to make an additional charge for the work at the Supplier's standard rates from time to time. Such rates are available on the Supplier's website (<http://www.everycloud.eu/standard-charges.html>).
- 3.12 The Customers acknowledges and agrees that telephone calls to and from the Supplier's customer service centre may be monitored and recorded by the Supplier for the purposes of monitoring performance and quality control
- ### 4 CUSTOMER'S RESPONSIBILITIES
- 4.1 The Customer shall in connection with the provision of the Maintenance Services:-
- 4.1.1 ensure that the environmental conditions at the Site comply with the requirements from time to time of the operator of any relevant telecommunications network and any relevant authority;
- 4.1.2 ensure that the environmental conditions at the Site comply with the reasonable requirements from time to time of the Supplier;
- 4.1.3 provide to the Supplier (including its sub-contractors) reasonable access at all relevant times to the Site and to the Customer System in order to facilitate the provision of the Maintenance Services;
- 4.1.4 provide to the Supplier adequate working and storage space, and such other facilities at the Site as the Supplier may reasonably require for the purpose of providing the Maintenance Services;
- 4.1.5 use all reasonable endeavours to keep the Customer System physically and logically secure from any tampering or interference by any third party;
- 4.1.6 ensure that all information (including any drawings, plans or sketches) provided by the customer to the supplier in

connection with the provision of the Maintenance Services are complete, accurate and up to date;

- 4.1.7 ensure that any telephone system, call server, applications server and phone modules incorporated into the Customer System are supported by an uninterruptable power supply

## **5 ACTIVITIES NOT INCLUDED IN THE MAINTENANCE SERVICES**

- 5.1 The Maintenance Services shall not include any maintenance or support activities in respect of the Customer System which are necessary as a result of any of the following:-

5.1.1 any failure of any equipment systems or software not comprised in the Customer System;

5.1.2 lightning damage or damage caused by electro-magnetic interference;

5.1.3 any damage to the Customer System resulting from accidental or deliberate damage, misuse or negligence (other than any accidental or deliberate damage, misuse or negligence of the Supplier or its sub-contractors);

5.1.4 any failure (other than a failure of Supplier or its sub-contractors) to comply with any operating instructions, guidelines or requirements of the Supplier or any applicable telecommunications network operator or regulatory authority;

5.1.5 any changes to the Customer System requested by the Customer;

5.1.6 any change in the requirements or practices of any applicable telecommunications network operator or other relevant authority.

- 5.2 The Maintenance Services shall not include:-

5.2.1 maintenance acceptance tests;

5.2.2 replacement of consumable materials, including, but not limited to, labels, cords, leads, batteries and USB drives;

5.2.3 repair or replacement of equipment relating to standby power supplies including Customer's Obligations;

5.2.4 support or maintenance of any individual components of the Customer System which in the Supplier's reasonable opinion are either so old or obsolete that they are no longer fit for purpose and/or can no longer be economically repaired or replaced.

- 5.3 If the Supplier (or its sub-contractors) attend the Site to perform Maintenance Services which could reasonably have been performed remotely but which cannot be performed remotely due to a failure by the Customer to provide remote access facilities, the Supplier reserves the right to make an additional charge for the provision of such Maintenance Services at the Supplier's standard rates. Such rates are available on the Supplier's website (<http://www.everycloud.eu/standard-charges.html>).