

Description of Service Level Agreements Available

"My Comms Total Care"

- Hardware extended warranty on system, handsets and peripheral devices as agreed – excluding analogue handsets, music-on-hold, 3rd party voicemails and cabling
 - Remote fault identification and resolve + Carrier/VoIP VPN liaison*
 - Labour for on-site repairs/carrier/VoIP VPN fault liaison*
 - Periodic system inspection and routine maintenance completed in working hours – either remotely or on site as agreed in the contract
- * For FREE carrier/VoIP VPN liaison on-site, traffic must continue to be routed via a My Communications Ltd business partner where we have a direct support relationship and not be routed via another supplier. This facilitates a relationship with the wholesale carrier who is routing your traffic that allows us to resolve issues expediently and reduces downtimes. If your traffic is routed via another provider then the level of service will be reduced to 'Remote Fault Identification and Reporting'.

Hours of Support

Hardware Cover: 9am – 5pm Monday to Friday (plus Out of Hours assistance at agreed rates)
 Response times: Within 4 Client's service hours of receiving the fault report

Response Times

Defined as the time taken for a technical support operative to respond to a support query via either 1 of the following:-

- Support call to either the Client, Network carrier or 3rd party provider of services where applicable**
- Remote Access where possible
- Visit to site as required

**3rd party applications will be subject to the manufacturer's support limitations.

Description of Service

All faults on the system resulting from fair wear and tear shall be corrected in accordance with the appropriate cover level. My Communications Ltd shall use all reasonable endeavours to respond, including by remote means and by providing advice, within the time associated with the class of Service specified in the Main Schedule. My Communications Ltd shall provide a solution without unreasonable delay, by assisting the Client by providing advice, implementing remedial action through remote means, or arranging for a service engineer to visit site. Faults may be corrected by repair or, at My Communications Ltd option, replacement of all or part of the System with repaired equipment, delivered to the Client without a visit by a My Comms Technical Services engineer if such equipment is suitable for installation by the Client.

Where replacement parts are provided by My Communications Ltd, the parts removed shall become the property of My Communications Ltd. Where the cause of equipment failure has been diagnosed as lightning damage, My Communications Ltd shall hold the faulty items in storage for a period of one week.

My Communications Ltd may, at any time, substitute a later release of System 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.

Any modifications or additions to the System necessary to provide compatibility with a later release of System software shall be undertaken by My Communications Ltd and a charge made based on the equipment supplied and the work completed. If reconfiguration of the System software is necessary to alter the operational parameters of the System a charge shall be made based on the reconfiguration, implementation and associated work.

Later releases of System software may create operational differences due to changes in the features and facilities available and My Communications Ltd shall use all reasonable endeavours to minimise such differences and to advise the Client of known differences prior to implementation. In no event shall My Communications Ltd be held responsible for operational difficulties caused by the integration of later releases of System software with third party supplied equipment.

Replacement System software is provided under a non-exclusive and non-transferable licence for use with the System and only for the purpose for which System software is supplied.

My Communications Ltd shall undertake the repair of wiring connected to the Call Routing Apparatus, and the repair or replacement of equipment relating to standby power supplies including rectifiers, batteries and uninterruptible power supplies (UPS) in accordance with the manufacturer's recommendations as appropriate, at additional charge to the Client.

If so requested by the Client, My Communications Ltd shall provide service outside the Client's Service hours at additional charge, either by continuing work beyond the Client's Service hours or by commencing work outside such hours.

Where the Client requires My Communications Ltd to respond to a report relating to a fault, which is known not to be included in the Charge at the time of reporting, My Communications Ltd shall provide the service by way of arranged timescales mutually acceptable to both the Client and My Communications Ltd.

Clause 5 of the Terms & Conditions describes the exclusions from the Service. It is probable that My Communications Ltd is prepared to undertake the work at additional charge to the Client, based on My Communications Ltd rates applicable at the time of work, subject to the receipt of the Client's authorised purchase order.

In the event of a fault occurring, which cannot be attributed with certainty to the equipment comprising the System, the Client may report the fault to My Communications Ltd. If the fault proves not to be with the System My Communications Ltd reserves the right to make an additional charge for the work undertaken in response

to the report (as specified in clause 5).

In order to ensure excellence in our delivery of the service, calls to My Communications Ltd may be recorded.

Terms & Conditions

1. My Communications Ltd Responsibilities & Warranty

- 1.1. My Communications Ltd shall provide the Service described and specified within this Agreement.
- 1.2. My Communications Ltd shall exercise all reasonable skill and care in the provision of the Service and shall comply with all regulatory requirements of a maintainer of Call Routing Apparatus. Competent personnel shall provide the Service in a professional manner in accordance with best industry practice.

2. Client's Responsibilities

- 2.1. Ensuring that the environmental conditions at the site of the System comply with the requirements from time to time of My Communications Ltd, the Network Operator and any other approved authority.
- 2.2. Ensuring that My Communications Ltd engineers have full, free and timely access to the System and logbook.
- 2.3. Providing adequate working and storage space, and such other facilities as My Communications Ltd staff may reasonably require, and observing any common law or statutory requirements relating to health and safety at work.
- 2.4. Maintaining all records required by the Telecommunications Services Licence (TSL) or Self-Provision Licence (SPL) as issued from time to time by the Department of Trade and Industry, and making such records available to My Communications Ltd.
- 2.5. Indemnifying My Communications Ltd against any claims arising against My Communications Ltd due to the Client permitting the System to be altered, adjusted or interfered with by other than My Communications Ltd authorised engineers, or due to My Communications Ltd being unable to keep the System in good working order due to causes within the control of the Client.
- 2.6. Complying with all statutory requirements concerning the use of the System.
- 2.7. Obtaining and paying for all licences necessary for operation of the System.
- 2.8. Preventing anyone other than My Communications Ltd staff from altering, adjusting or otherwise interfering with the System or any equipment belonging to My Communications Ltd without My Communications Ltd prior written consent which shall not be withheld unreasonably.
- 2.9. Ensuring that all drawings, sketches and information supplied to My Communications Ltd upon which My Communications Ltd shall rely are sufficiently accurate and factual for My Communications Ltd purposes.
- 2.10. Maintaining all consents necessary for access, delivery, installation, sitting and maintenance of Disaster Recovery equipment, if applicable, and to provide, without charge, power and other facilities reasonably required by My Communications Ltd.
- 2.11. Ensuring that the network connection point is undamaged and accessible to My Communications Ltd and repairing any damage preventing the connection of Disaster Recovery equipment if applicable.
- 2.12. Providing My Communications Ltd with a documented shelf map and System software dump and advising My Communications Ltd of any changes thereto, and providing full network configuration information where the Service includes RADIX Service

3. Limitation of Liability

- 3.1. Save where expressly provided otherwise in this Agreement, My Communications Ltd aggregate annual liability under and or in connection with this Agreement and howsoever arising, shall be limited to the greater of £1,000 or the element of one year's Charge applicable to the Site where and on the date that the liability arises.
- 3.2. My Communications Ltd liability for damage to the property of the Client arising from any cause whatsoever shall not exceed £1,000,000 in respect of one incident or £2,000,000 in respect of any series of incidents arising from a common cause in a twelve-month period.
- 3.3. Except in the case of death or personal injury due to My Communications Ltd negligence and any liability of My Communications Ltd arising under Part 1 of the Consumer Protection Act 1987, in no event shall My Communications Ltd be liable under or in connection with this Agreement, for any loss of contracts, profits, anticipated savings, revenue, business or use of the Hardware and or Software, loss of data or software programs, interruption in the use or availability of data, stoppage to other work, nor for any indirect or consequential losses arising from negligence, breach of contract and/or statutory duty.
- 3.4. My Communications Ltd shall not be liable for the fraudulent use of the System by the Client and/or third parties.
- 3.5. My Communications Ltd does not exclude or restrict liability for death or personal injury due to its negligence or liability arising under Part 1 of the Consumer Protection Act 1987.
- 3.6. Each provision of this clause shall survive independently and My Communications Ltd entire liability under and in connection with this Agreement is set out in this clause. All other terms implied by statute, law or customs are excluded.
- 3.7. My Communications Ltd shall not be liable for the failure to provide the Service if the failure results from any force majeure event (whether happening in the United Kingdom or elsewhere), such as, but not limited to, Act of God, refusal of licence or other Government act, fire, explosion, accident, lightning damage, electromagnetic interference, radio interference, industrial dispute, failure on the part of My Communications Ltd suppliers, or any cause beyond My Communications Ltd reasonable control.
- 3.8. Clause 3 shall apply before and after termination of this Agreement.

4. Charges, Adjustment & Payment

- 4.1. The Charge for the Service, exclusive of VAT and such other UK taxes as may be payable on the supply of equipment and services from time to time, is specified in the Main Schedule. It is payable annually in advance and the time for payment shall be of the essence for this Agreement.
- 4.2. My Communications Ltd may adjust the Charge effective at any time following expiry of the first year of the Service, however, this shall not occur more frequently than once in any twelve month period. Adjustments shall not normally exceed the change in the Retail Price Index, (all items).
- 4.3. The Charge may be adjusted in the event that the cover level provided for the System is changed by agreement, or any changes are made to the requirements of the Network Operator affecting the provision of the Service, or revised software is installed in the System, or the software installed in the System is no longer a current release, or the System is extended by the addition of further hardware or software. In any such event, the Charge may be amended immediately in accordance with My Communications Ltd then current charges.
- 4.4. Any additional charge, for example, as a result of work described in clause 5, shall be payable in accordance the terms specified in the relevant My Communications Ltd invoice.
- 4.5. Should any sum due for payment be in arrears for fifteen days or more, My Communications Ltd shall be under no obligation to provide the Service, and any additional charges incurred as a result of the delay in carrying out the Service shall be paid by the Client.
- 4.6. Any payment due to My Communications Ltd under this Agreement which is fifteen days or more overdue shall bear interest on a day to day basis at the rate of 4% over the Base Lending Rate of the National Westminster Bank, from due date until the date payment is received, until and following any court judgment. Monies received may be applied by My Communications Ltd against such interest prior to application against other monies due from the Client.
- 5. Costs Not Included In the Charge**
- 5.1. Costs and causes of work for which costs are not included in the Charge for which My Communications Ltd reserves the right to make additional charge at its current rates:
- 5.1.1. In connection with equipment not Maintained or listed on the Main Schedule;
- 5.1.2. Any failure of line wiring connected to the Call Routing Apparatus (the work shall be undertaken at additional charge), or any failure of plain ordinary telephones (POT), non-proprietary cordless handsets or headsets – unless otherwise detailed as maintained in the Main Schedule – Equipment Detail;
- 5.1.3. Lightning damage and damage caused by electromagnetic interference;
- 5.1.4. Accidental or deliberate damage, misuse, transportation, negligence or failure to observe My Communications Ltd recommendations or those of the Network Operator, other relevant authority; causes external to the System such as those resulting from any failure or fluctuation of the electricity supply or air conditioning; any defect or failure in the Public Telecommunications Network; any fault which is not the result of fair wear and tear;
- 5.1.5. Moves and changes required by the Client;
- 5.1.6. To meet a change in the requirements of the Network Operator or other relevant authority;
- 5.1.7. Replacement of consumable materials, including, but not limited to printer ribbons, paper and cassettes;
- 5.1.8. Loss of Client-generated software programs;
- 5.1.9. Responding to a fault report when the System proves not to be faulty, for example, where no fault exists or the fault is with the Network or equipment maintained by others;
- 5.1.10. Maintenance Acceptance Tests (MAT) which My Communications Ltd reserves the right to perform prior to accepting the System for maintenance, or Network Connection Procedures requested by the Client, or network operator's charges relating to Disaster Recovery equipment;
- 5.1.11. Errors in information supplied by the Client upon which My Communications Ltd has placed reliance;
- 5.1.12. Repair or replacement necessary to allow use of Disaster recovery equipment unless caused by fair wear and tear in the normal course of a maintenance contract with My Communications Ltd;
- 5.1.13. Faults existing at the time of Service commencement except where covered by My Communications Ltd warranty;
- 5.1.14. Repair or replacement of equipment relating to standby power supplies including rectifiers, batteries and uninterruptible power supplies (UPS), such work to be undertaken at additional charge;
- 5.1.15. Work required other than due to fair wear or tear;
- 5.1.16. Work covered by this Agreement taking longer or attracting additional costs as a result of any of the causes in sub-clauses 5.1.1 to 5.1.15 inclusive.
- 6. Term of Agreement, Default & Termination**
- 6.1. This Agreement shall continue for the minimum term specified in the Main Schedule, even if the equipment is in anyway lost, stolen, damaged, not required or destroyed, which events will not frustrate this agreement, and shall renew automatically on an annual basis thereafter. Either party may terminate this Agreement on expiry of the minimum term or on expiry of any subsequent full year of service, subject to at least 42 days written notice to the other party. Any termination notice required to be given hereunder shall be sent by first-class recorded delivery post addressed to My Communications Ltd.
- 6.2. If either party commits any material breach of this Agreement and fails to remedy it within 30 days of receiving written notice from the other party or shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee receiver administrator or similar officer is appointed in respect of all or part of the business or assets or if a petition is presented or a meeting convened for the purpose of considering a resolution or other steps are taken for the winding up of the party or for the making of an administration order (otherwise than for the purpose of amalgamation or reconstruction) it shall constitute a repudiation by that party of its obligations under this Agreement, and at any time thereafter the other party may by written notice suspend performance of or terminate this Agreement.
- 6.3. If after seven years from the date on which the System was originally brought into service My Communications Ltd reasonably forms the opinion that the Service can no longer be provided economically, My Communications Ltd shall notify the Client of the options, which it considers are available. Should My Communications Ltd and the Client fail to agree on a course of action, My Communications Ltd shall be entitled to terminate the Agreement on 42 days written notice.
- 7. Indemnity**
- 7.1. The Client shall indemnify My Communications Ltd against all claims, losses, costs, expenses, damages, fees including legal costs, it may incur due to claims against it in connection with the Transfer of Undertaking (Protection of Employment) Regulations 1981, or any statutory or regulatory modification or replacement thereof, and this Agreement.
- 8. General Conditions**
- 8.1. This Agreement shall be governed by English Law and be subject to the jurisdiction of the English Courts.
- 8.2. If any provision of this Agreement is unenforceable, the other provisions of this Agreement shall remain in force.
- 8.3. This Agreement, together with any authorised variations attached hereto, comprises the entire Agreement between the parties.
- 8.4. No amendments to this Agreement shall be effective or binding unless they are in writing and signed by a duly authorised representative of My Communications Ltd.
- 8.5. Rights accrued at the date of any termination of this Agreement and rights intended by their nature to survive termination shall survive any such termination.
- 8.6. Failure by either party to enforce or exercise any right under this Agreement shall not amount to a waiver or bar to enforcement of that right.
- 8.7. Clause headings shall not affect legal interpretation of this Agreement.
- 8.8. The Client shall not assign or otherwise deal with its rights or obligations under this Agreement without the prior written consent of My Communications Ltd. My Communications Ltd shall have the right to assign, novate or delegate or otherwise deal with all or any of its rights and obligations upon notification to the Client.
- 8.9. Neither party shall disclose any information relating to this Agreement without the express consent of the other party whether this Agreement continues in force or not.
- 8.10. For the duration of this Agreement and for one year following its termination the Client shall not employ My Communications Ltd staff that have provided services to the Client under this Agreement.
- 8.11. These Terms & Conditions shall prevail over any proposed by the Client or implied by trade custom or practice.
- 9. Transfer of Agreement**
- 9.1. My Communications Ltd reserves the right to transfer this agreement and all the terms and provisions herein to a third party service provider, thereby terminating the direct relationship between My Communications Ltd and the client. My Communications Ltd will provide no less than 7 days notice of such a transfer and will make all reasonable efforts to ensure that the service provided is not effected.
- 9.2. The customer may not assign or otherwise transfer the rights or obligations under this agreement