

Conditions

1 MAINTENANCE PERIOD & CHARGE

Our Service and Maintenance Contract is valid only after your contracted period payment has been received. This payment will validate the contract for the period stipulated on the front of this document. The Service and Maintenance Contract is for 'Standard Cover' as per schedule 1, unless you have agreed to upgrade the Contract to the additional level of service available and payments have been received accordingly. The contract charge and any other amounts payable under the terms of this Agreement are exclusive of Value Added Tax or any other similar tax levies or duties which will be added to or charged on invoices at the appropriate rate. Termination of this contract must be in writing to Evoke Telecom Services Ltd, The Coach House, One Ash, Loughborough Road, Quorn, Leicestershire, LE12 8UE

2 ALTERATIONS

An installer authorised by Evoke Telecom Services Ltd. shall carry out all alterations to the equipment and extensions including wiring. Any alterations shall be notified to Evoke Telecom Services Ltd. 14 days prior to commencement of service.

3 MAINTENANCE & REPAIR

Evoke Telecom Services Ltd. undertakes during the Agreement to service the equipment in accordance with the Terms and Conditions of this Agreement to the level specified on the face of this document, type of maintenance cover and defined in schedule 1, except when the repair is necessitated by:

- (a) A fault due to the Customer's error.
- (b) The Equipment being subjected to abnormal physical or electrical stress.
- (c) The Equipment being damaged due to accident, neglect, misuse by the Customer, acts of God, failure or fluctuation or electrical power or causes other than ordinary use.
- (d) The Equipment being tampered with by the Customer or any other party.
- (e) Any failure or defective working of the Equipment due to any fault failure or change in the electricity supply and/or Network service and connections and/or host PABX systems.

The above faults or damage which are outside Evoke Telecom Services Ltds' service liability under the Agreement may be repaired by Evoke Telecom Services Ltd. at a price applicable at the time. The Equipment may be replaced at the option of Evoke Telecom Services Ltds' discretion with similar equipment, which will also be subject to the Terms and Conditions of this Agreement. The wiring between the network connection point as defined in the relevant legislation and any extension socket is covered by this Agreement providing it meets BS6701 requirements. Any underground or overhead routes unless specified and costs agreed to in schedule 2 will not be covered under this contract. The cost of any repairs to site wiring other than for a fault in correctly installed wiring shall be borne by the Customer at the Maintainer's current charging rates for work and materials from time to time in force. Extension sockets that are found to be faulty will be replaced with our standard socket and faceplate. Customers requiring faceplates to match décor other than standard faceplate will be liable for any extra costs.

4. CUSTOMERS RESPONSIBILITIES

The Customer will give or procure to be given Evoke Telecom Services Ltd. or its servants or agents at all reasonable times access to the premises on which the equipment is situated for the purpose of inspection, repair, adjustment or replacement. In addition, the Customer will keep all records of equipment, installation details and visit reports in a site log folder for reference to, by the Maintainer. The Customer must not allow any person apart from Evoke Telecom Services Ltds' employees or agents to service or in any way interfere with the equipment during the term of this agreement. Any maintenance by Evoke Telecom Services Ltd. necessitated by such service or interference shall be charged to the Customer at the price applicable at the time. The Customer agrees to pay any additional payment that may become due during the period covered by the contract charge as a result of additions or alterations to the "Equipment", any such further payment to be paid seven days from the date of the Company's invoice therefore. The Maintainer may terminate the Agreement if the Customer has not paid the amount schedule by the due date. The charges for any maintenance cover provided from the due date to the cancellation date, must be paid in full.

5 LIMITATION OF LIABILITY

Evoke Telecom Services Ltd. shall not be responsible to the Customer for any loss whatsoever arising out of any reason beyond the control of Evoke Telecom Services Ltd. Solutions which shall include without prejudice to the generality of the foregoing any act of God, fire, flood, accident, strike, lockout or stoppage of Evoke Telecom Services Ltds business. Evoke Telecom Services Ltd. shall not be required to carry out servicing beyond its normal service boundaries. In the event of a fault being reported to Evoke

Telecom Services Ltd. which is found to be a fault external to the equipment then Evoke Telecom Services Ltd. reserves the right to make a reasonable additional call-out charge. The Company shall have the right to cancel the provision of the Maintenance Service if it is prevented from or hindered in providing the service through any circumstances beyond its control including (but not limited to) industrial action, war, fire or prohibition or enactment of any kind, without incurring any liability for any loss or damage whatsoever resulting therefrom. Evoke Telecom Services Ltd. will be responsible for personal injury to any person caused Evoke Telecom Services Ltd.'s negligence but apart from this shall be under no liability for any injury, damage or loss to any person or property whomsoever or whatsoever whether direct or consequential arising out of the use of the Equipment howsoever such injury, damage or loss was caused. The Customer hereby agrees to indemnify Evoke Telecom Services Ltd. in respect of any liability for damage and/or costs incurred by any person whatsoever arising out of the Equipment.

6 GENERAL

This Agreement and any conflict arising therefrom shall be governed by and judged by the Law of England. All notices required to be given in writing shall be sent by first class post to the last known address of the Customer or Evoke Telecom Services Ltds' address. All such notices shall be deemed to have been served on the expiration of 48 hours after posting. Either party may terminate the Agreement by giving 42 days notice if the other party has failed to perform any of its obligations under the Agreement and such failure continues for a period of 42 days after written notice by registered post thereof. This Agreement shall form the whole of the terms of Agreement between Evoke Telecom Services Ltd. and the Customer and no variation thereof shall be of any consequence whether prior to or subsequent to the date of the Agreement unless expressed in writing and signed by or on behalf of Evoke Telecom Services Ltd. and the Customer. The construction of this Agreement is not affected by any heading. Reference to the plural shall include the singular and vice versa.

7 EXCLUSION OF SERVICE

- (a) Cordless handsets and batteries are not covered in your contract.
- (b) Non-system terminals, for example, SLT handsets, are not covered.
- (c) Additional programming charges have to be paid for unless you have remote modem access as part of your telephone system, then we will provide One Minor remote programming change per month FOC for reasonable requests. (i.e. Single Name change, Single hunt group member modification, Speed dial addition) cannot be carried over to any other month if unused.

All fault of a critical nature, i.e. whole system failure, no incoming or outgoing calls, will receive a response within 4 Working Hours. Minor Faults will receive a 16 working hour response

Schedule 1 - TELEPHONE SYSTEM MAINTENANCE COVER

STANDARD COVER

1 Year contract payable quarterly / annually
Monday to Friday, 9.00am to 5.00pm excluding Bank holidays.

WEEKEND COVER

1 Year contract payable quarterly / annually
Monday to Sunday, Effective 24 hours a day. Excluding Bank holidays.

BUSINESS COVER

1 Year contract payable quarterly / annually
Monday to Saturday 9.00am to 5.00pm,
Excluding Bank holidays.

EXTRA COVER

1 Year contract payable quarterly / annually
Monday to Sunday. Effective 24 hours a day. Including Bank holidays.

Note: all period contracts must be paid in total prior to the commencement of the contract.

8 EARLY TERMINATION

If the Customer wishes to terminate the contract, pro-rata refunds will not be permitted.

EVOKE TELECOM SERVICES LTD.

Prices and additional service level costs of the systems covered for maintenance by Evoke Telecom Services Ltd. are available at your request Evoke Telecom Services Ltd. reserves the right to change prices without prior notice.