

AVAYA SUPPORT CONTRACT PRODUCT SCHEDULE

The following terms and conditions in this **SUPPORT CONTRACT** product schedule (this "**PRODUCT SCHEDULE**") are additional to those in the **BRITANNIC GENERAL TERMS AND CONDITIONS**. This **PRODUCT SCHEDULE** shall apply where the **CUSTOMER** and **BRITANNIC** enter into a **SUPPORT CONTRACT**. Capitalised terms used in this **PRODUCT SCHEDULE** shall have the meanings assigned to them in the **GENERAL TERMS AND CONDITIONS**.

1. SUPPORT PERIOD, CHARGE AND LIMITS

1.1 Support shall start on the commencement date specified in the **SUPPORT CONTRACT** (usually the **GO-LIVE DATE**) and shall continue for a minimum **INITIAL TERM** as specified in the **SUPPORT CONTRACT**.

1.2 The **CUSTOMER** may not cancel any **CONTRACT** before expiry of the **INITIAL TERM** (see also 13.4 **GENERAL TERMS AND CONDITIONS**).

1.3 On expiry of such **INITIAL TERM** the **SUPPORT CONTRACT** shall automatically renew for successive one (1) year periods unless and until terminated by either party giving at least 42 days' notice prior to expiry of the **INITIAL TERM** or any renewal term (as applicable), such notice to have effect on expiry of the **INITIAL TERM** or any renewal term (as applicable).

1.4 Such 42 days' notice shall be in writing by either party to the other, and shall be deemed to be received within a week of being posted by recorded delivery to the last known address of the party to whom it is given.

1.5 The **ANNUAL SUPPORT CHARGE** for the first 12 months support shall be the charge specified in the **SUPPORT CONTRACT**. For each subsequent year during the continuation of the **SUPPORT CONTRACT** the **ANNUAL SUPPORT CHARGE** shall be fixed according to the **COMPANY'S** current charges at the beginning of that year for the type and quantity of **EQUIPMENT** and **SERVICES** covered by the **SUPPORT CONTRACT**.

1.6 The **ANNUAL SUPPORT CHARGE** for each year during which the **SUPPORT CONTRACT** continues shall be paid before the date on which that year begins together with any applicable VAT or other tax.

1.7 **COVER TYPE** as specified in Terms and Effect (b) of the **SUPPORT CONTRACT**.

Options are:-

Standard Monday- Friday 9.00am-5.00pm Excluding Public Holidays
Standard Plus Monday- Friday 8.00am-8.00pm Excluding Public Holidays
Extended Monday- Saturday 9.00am-5.00pm Excluding Public Holidays
Extended Plus Monday- Saturday 8.00am-8.00pm Excluding Public Holidays
Total Monday- Sunday 24 hours Including Public Holidays

Normal Fault Response Time:-

Cat "A" fault (50% or more of system out of order) 8 working hours

Cat "B" fault (less than 50% of system out of order) 16 working hours

NOTE: Service cover types, options and response times are subject to change.

1.8 The **SUPPORT** provided by the **COMPANY** under this **CONTRACT** shall not cover:

1.8.1 Making good defects in the overhead and underground cables or associated internal wiring.

1.8.2 Reprogramming the equipment or programming errors effected by the **CUSTOMER** or his Agent, or any **CUSTOMER** generated software programmes.

1.8.3 Making good defects in the electricity supply, Network Provider telephone service and connections and/or Host PBX systems.

Service visits made for these purposes will be charged to the **CUSTOMER** at the **COMPANY's** standard rates.

1.9 If the **CUSTOMER** fails to make any payment in respect of the charges incurred by the provisions of the **SUPPORT CONTRACT** or fails to observe any other provision of the **SUPPORT CONTRACT**, the **COMPANY** shall be entitled to suspend all services until payment is made in full and shall further be entitled to terminate the **SUPPORT CONTRACT** with immediate effect by giving the **CUSTOMER** written notice and may retain the **ANNUAL SUPPORT CHARGE**. Such termination by the **COMPANY** shall be without prejudice to its own rights accrued at the date of such termination.

2. SUPPORT AND REPAIR

2.1 During the period of this **CONTRACT**, in the consideration of the **ANNUAL SUPPORT CHARGE**, the **COMPANY** shall as soon as is reasonably practicable after notification in accordance with paragraph 4 below provide a Support Engineer to carry out, free of any extra charge, during its contractual business hours any maintenance of and repairs and replacements to the **EQUIPMENT** (including the provision of any necessary materials and spare parts) that may be reasonably requested by the **CUSTOMER** and that are necessary as a result of fair wear and tear arising from the proper operation of the **EQUIPMENT**.

2.2 Any maintenance, repairs, replacements or site visits necessary as a result of causes other than fair wear and tear arising from the proper operation of the **EQUIPMENT** or communications network, may be carried out by the **COMPANY** but at the **CUSTOMER's** expense at the **COMPANY's** current charges.

2.3 Causes other than fair wear and tear include misuse, incorrect environmental conditions including incorrect temperatures and humidity levels, faulty manufacture or design, mains electrical surges or failures, lightning damage, electromagnetic interference and any other accidental or deliberate damage.

2.4 All maintenance repairs or replacements may be carried out at the premises where the **EQUIPMENT** is installed or elsewhere at the option of the **COMPANY**.

3. ALTERATIONS TO EQUIPMENT AND EXTENSION WIRING

3.1 All alterations to apparatus and extensions (including removal and reinstallation to a new site) shall be carried out by an installer authorised by the **COMPANY**.

3.2 Any alternations to **EQUIPMENT** and wiring shall be notified to the **COMPANY** within 14 working days of commencement of works.

3.3 The **COMPANY** may adjust the **ANNUAL SUPPORT CHARGE** if the **EQUIPMENT** is altered. In this event the customer shall sign a supplementary **SUPPORT CONTRACT** (to include the new **EQUIPMENT**).

4. THE CUSTOMER'S RESPONSIBILITIES AND LIABILITIES

4.1 The **CUSTOMER** shall notify the **COMPANY** either orally or in writing as soon as possible of any fault in the **EQUIPMENT** or of any work or maintenance that may be necessary. The **COMPANY** may at its option repair at its current charges faults or damage that may have arisen because of failure of the **CUSTOMER** to notify the **COMPANY** promptly.

4.2 The **CUSTOMER** shall not allow the **EQUIPMENT** to be moved, interfered with or tampered with and shall at all times comply with all reasonable advise given by the **COMPANY** in relation to the operation and care of the **EQUIPMENT**. The **COMPANY** may at its option repair at its current charges faults or damage that have been caused by such moving, interference or tampering or by any failure by the **CUSTOMER** to comply with the **COMPANY's** directions.

4.3 Should any maintenance, repair, replacement, alteration or addition be made to the **EQUIPMENT** other than by the **COMPANY** or its authorised installer, the **COMPANY** may terminate the **SUPPORT CONTRACT** with immediate effect and may retain the **ANNUAL SUPPORT CHARGE**.

4.4 The **CUSTOMER** shall at its expense comply with all statutory requirements, bye-laws, obligations, regulations, recommendations or instructions relating to the use or testing of the **EQUIPMENT**. The **CUSTOMER** shall obtain and pay for any such licences, wayleaves, suitable private wires, jack sockets or any other items necessary for the operation of the **EQUIPMENT**. Suitable electric supplies where needed shall be provided and maintained for by the **CUSTOMER** at its expenses.

4.5 The **CUSTOMER** shall give the **COMPANY** and its representatives unhindered access to the **EQUIPMENT** and shall at its expense make available mains electric supply and any other faculties and co-operation as may be necessary for the proper and prompt maintenance or repair of the **EQUIPMENT** under this **SUPPORT CONTRACT**.

4.6 The **CUSTOMER** shall maintain an environment suitable to support efficient operation of the **EQUIPMENT**.

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