

## Supplementary terms for the supply of Hardware Maintenance Services

The Services set out herein shall be supplied by Connaught to the Customer on the terms and conditions set out in Connaught's General Terms and Conditions and these Supplementary Terms.

### 1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Equipment' means Telephony Equipment and / or Security Equipment.
- 1.2 'LAN' means local area network situated at the Customer's Site and under the control of the Customer.
- 1.3 'Maintained Equipment' means Telephony Equipment and Security Equipment that is listed on the Order and is to be maintained under the terms of this Agreement.
- 1.4 'Micro-Enterprise' means a Customer that employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed €2 million (approximately £1.7 million), as defined in Commission Recommendation 2003/361/EC and General Condition C1.
- 1.5 'Ofcom' means the Office of Communications or any competent successor.
- 1.6 'Security Equipment' means non-Telephony Equipment including cameras, network video recorders, key pads and card readers.
- 1.7 'Services' means the maintenance of Telephony Equipment, Security Equipment as set out on the Order and service desk services.
- 1.8 'Software' means software which provides telecommunications and security functionality, including PBX, call recorders, voicemail, IVR and ACD, access control and video archiving, as set out on the Order.
- 1.9 'Support Call' means a request for assistance made by the Customer to Connaught's service desk.
- 1.10 'Telephony Equipment' means Equipment including private branch exchanges, servers and telephone handsets, routers and switches which are provided and maintained by Connaught, as set out in the Order.
- 1.11 'Toll Fraud' means a crime where a third party obtains telecommunications services illegally, including but not limited to breaching network security and accessing private branch exchange services or using or selling long distance credit card codes.

#### 1A. Micro-Enterprise Protections

Where the Customer qualifies as a Micro-Enterprise under Clause 1A of the General Terms and Conditions, the enhanced protections set out therein shall apply to these Supplementary Terms, including but not limited to extended notice periods and reduced termination charges.

### 2. TERM

- 2.1 This Agreement will be deemed to come into effect on acceptance of the Customer's Order by Connaught and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out in the Order.
- 2.2 This Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term. The duration of the Additional Term shall be one year. Connaught shall, not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Customer of changes to charges and any other changes to the terms of this Agreement. In the event that:
  - 2.2.1 The Customer serves notice to terminate this Agreement in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or Additional Term thereafter;

- 2.2.2 The Customer notifies Connaught of acceptance of changes, the Agreement shall continue in force for an Additional Term;
- 2.2.3 The Customer fails to notify Connaught of acceptance of changes and fails to serve notice to terminate, such failure to notify Connaught shall imply that the changes have been accepted and the Agreement shall continue in force for an Additional Term.

### **3. PROVISION OF SERVICES**

- 3.1 Connaught shall use reasonable endeavours to provide the Services set out in the Order to the Customer, subject to acceptance of the Customer's Order, from the RFS Date. During the Run-Up Period, Connaught shall carry out the necessary pre-service provision activities, including survey(s) and agreement of the RFS Date with the Customer.
- 3.2 The Services provided shall include those of the following as set out in the Order:
  - 3.2.1 The provision of Telephony Equipment hardware maintenance services;
  - 3.2.2 The provision of Telephony Equipment software support services, including configuration changes;
  - 3.2.3 The provision of Telephony Equipment software assurance services;
  - 3.2.4 The provision of Security Equipment maintenance services;
  - 3.2.5 The provision of Security Equipment software support services, including configuration changes;
  - 3.2.6 The provision of a service desk during the hours set out in the Schedule.
- 3.3 During the term of this Agreement, Connaught shall be entitled to:
  - 3.3.1 Change the technical specification of any replacement Equipment for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Equipment;
  - 3.3.2 Make alterations to the Maintained Equipment (including reconfigurations). Such alterations may result in temporary disruption to the operation of the Equipment and Connaught will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.4 Connaught cannot guarantee and does not warrant that the Maintained Equipment will be free from faults, including those which may interrupt of the operation of the Maintained Equipment.

### **4. ACCEPTABLE USE**

- 4.1 The Customer agrees to use the Maintained Equipment in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by Connaught from time to time.
- 4.2 The Customer agrees to use the Equipment in accordance of all Applicable Laws and regulations including:
  - 4.2.1 The Data Protection Legislation;
  - 4.2.2 The Telecommunications Act 2003;
  - 4.2.3 The Privacy in Electronic Communications Regulations;
  - 4.2.4 Any regulations or codes of practice issued by Ofcom;
  - 4.2.5 The Payment Card Industry Data Security Standard (PCI DSS);
  - 4.2.6 The Protection of Freedoms Act 2012;
  - 4.2.7 The Surveillance Camera Code of Practice 2013.
- 4.3 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Customer shall indemnify Connaught against any claims brought by a third party which result from the Customer's non-compliance with sub-clause 4.2.

## **5. THE CUSTOMER'S OBLIGATIONS**

During the term of this Agreement, the Customer shall:

- 5.1 Ensure that:
  - 5.1.1 The Equipment and any associated software is installed and operated according to applicable manufacturer's specifications and recommendations;
  - 5.1.2 The Equipment is operated with continuous, uninterrupted and suitable power supply and temperature, humidity and other environmental conditions are within the ranges recommended by the manufacturer;
  - 5.1.3 Repairs or other changes to the Equipment are not attempted or carried out other than by or with the express consent of Connaught;
  - 5.1.4 All reasonable precautions are taken to protect all software, data and configurations that are held on the Equipment.
- 5.2 Pay all additional charges reasonably levied by Connaught.
- 5.3 Agree that in all instances where it attaches equipment that has not been provided by Connaught to the Maintained Equipment that such equipment shall be technically compatible and conforms to the any relevant standard or approval or any instruction issued by Connaught in relation thereto.
- 5.4 Accept that Connaught shall not be liable for failure to meet any service levels or any failure of the Maintained Equipment resulting from the Customer's failure to comply with the provisions of clause 5.3.
- 5.5 Accept that it is the Customer's sole responsibility to take all reasonable steps to prevent the introduction of viruses into the Maintained Equipment.

## **6. CONNAUGHT'S OBLIGATIONS**

During the term of this Agreement, and subject to the performance by the Customer of its obligations hereunder, Connaught shall:

- 6.1 Provide the Services set out in clause 3 of this Agreement, and described in the Service Schedule subject to any service limitations set out in the Order and Service Schedule.
- 6.2 Maintain in its possession an inventory of spare parts and components that its experience reasonably suggests are necessary to maintain the Maintained Equipment and which cannot otherwise be obtained at short notice. Notwithstanding the foregoing, Connaught does not guarantee that it will in every case have necessary spare parts or components in inventory; and
  - 6.2.1 Connaught shall be deemed the owner of spare parts and other components held in its inventory until they are physically incorporated into the Maintained Equipment. Once incorporated into the Maintained Equipment, such parts and components shall be deemed owned by the Customer; and
  - 6.2.2 Defective parts and components removed from the Maintained Equipment shall become the property of Connaught at the time they are removed from the Maintained Equipment.
- 6.3 At its sole discretion use functionally equivalent spare parts or hardware components in its performance of the Services.
- 6.4 Make available a help desk that shall provide support and guidance in the use of the Maintained Equipment and manage the resolution of all Maintained Equipment-related Faults raised by the Customer.
- 6.5 Respond to Faults reported by the Customer and make reasonable endeavours to repair any Fault that is within the Maintained Equipment or directly caused by Connaught, its employees, agents, subcontractors or suppliers within the target timescales set out in the Service Schedule.

## **7. Clause intentionally unused**

## **8. GENERAL**

- 8.1 In the event that an appointment is made with the Customer for a visit to site and that at the appointed time Connaught is unable to access the Customer's site, or the appointment is otherwise broken by the Customer, Connaught shall be entitled to charge the Customer at its prevailing rate.
- 8.2 In the event that Connaught carries out work in response to a Fault reported by the Customer and Connaught subsequently determines that such Fault either was not present or was caused by an act or omission of the Customer, Connaught shall be entitled to charge the Customer at its prevailing rate.
- 8.3 In the event that the Customer elects not to accept firmware upgrades, patches or maintenance releases ('Updates'), offered by Connaught, Connaught shall not be obliged to provide support on a particular Fault until the latest Updates have been applied and the Fault is shown to be present after the application of the Updates.
- 8.4 Connaught shall only provide support for the Maintained Equipment and Software that is listed on the Order, which for the avoidance of doubt does not include server or workstation operating systems and their configuration.

## **9. TERMINATION**

- 9.1 In addition to the provisions of Clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
  - 9.1.1 By either party by giving the other not less than ninety days' notice in writing to terminate at the end of the Minimum Term or Additional Term thereafter;
  - 9.1.2 By the Customer by giving thirty days' notice in writing in the event that Connaught makes changes to the terms of this Agreement which are materially disadvantageous to the Customer (for the avoidance of doubt, not including changes to charges) PROVIDED THAT such notice is given within twenty eight days of the effective date of the change(s).

## **10. CHARGES AND PAYMENT**

- 10.1 In general, invoices for fixed periodic charges shall be raised in advance of the relevant period. The invoicing period is set out in the Order; and
  - 10.1.1 In the event that during the term of this Agreement, the Customer requests and Connaught agrees to provide Services for additional Maintained Equipment, Connaught shall charge for the cover of such additional Maintained Equipment from the following invoice date, such invoice to include any charges accrued in arrears.
- 10.2 Connaught shall commence charging for the Services from the RFS Date, regardless of the date on which the Customer commences use of the Services. In the event that the RFS Date does not correspond with Connaught's invoicing period as set out in the Order, Connaught shall charge the Customer at a pro-rata rate for the first invoicing period.
- 10.3 If the number of Support Calls or Site visits exceeds the annual limit set out in the Service Schedule, Connaught shall be entitled to charge the Customer for each additional Support Call or Site visit at its prevailing rate.
- 10.4 The Customer acknowledges that the charges for the Minimum Term are calculated by Connaught in consideration inter alia of the setup costs to be incurred by Connaught and the length of the Minimum Term offered.
- 10.5 The Customer agrees that it shall be liable for termination charges in the event that this Agreement is terminated by:
  - 10.5.1 The Customer terminating this Agreement for convenience prior to the end of the Minimum Term or any Additional Term whereupon the Customer shall be liable for the fixed periodic charges payable for the remainder of the current term and any outstanding installation charges;

- 10.5.2 The Customer terminating this Agreement for convenience during the Run-Up Period, whereupon the Customer shall be liable for all set-up costs and cancellation costs incurred by Connaught up to the date that Connaught received notice of the Customer's intention to terminate;
- 10.5.3 Connaught terminating this Agreement prior to the end of the Minimum Term or Additional Term by reason of the Customer's un-remedied breach of the terms of this Agreement, whereupon the Customer shall be liable for the fixed periodic charges payable for the remainder of the current term and any outstanding installation charges.
- 10.6 The Customer shall not be liable for termination charges in the event that this Agreement is terminated by:
  - 10.6.1 The Customer at the end of the Minimum Term or end of any Additional Term thereafter PROVIDED THAT the Customer properly serves written notice to terminate, in accordance with Clause 9 hereof and Clause 11 of the General Terms and Conditions;
  - 10.6.2 The Customer or Connaught during the Run-Up Period by reason of Connaught becoming aware that it will be unable to provide the Services or part thereof;
  - 10.6.3 Connaught at any time in the event that it can no longer provide the Services or part thereof;
  - 10.6.4 The Customer by reason of Connaught's un-remedied breach of the terms of this Agreement;
  - 10.6.5 The Customer in the event that Connaught makes changes to the Services which materially adversely affect the Customer PROVIDED THAT the Customer complies with the provisions of sub-clause 9.1.2 hereof;
  - 10.6.6 The Customer in the event that Connaught makes changes the terms of this Agreement which are materially disadvantageous to the Customer PROVIDED THAT the Customer complies with the provisions of sub-clause 9.1.2 hereof.

## **11. LIMITATIONS**

- 11.1 Under the terms of this Agreement Connaught shall not:
  - 11.1.1 Provide server and desktop software support;
  - 11.1.2 Provide or install any user-changeable consumables, including but not limited to handset labels, keyset labels, handset cables, leads, or any item of metal or plastic, whether functional or decorative or as a part of any casing;
  - 11.1.3 Repair or maintain any Equipment other than the Maintained Equipment as set out on the Order or otherwise agreed in writing;
  - 11.1.4 Undertake periodic electrical safety testing as laid out in the Electricity at Work Regulations 1989 and Provisions and Use of Work Equipment Regulations 1998;
  - 11.1.5 Repair any defects that arise from fair wear and tear;
  - 11.1.6 Undertake any reconfiguration of the Maintained Equipment resulting from the addition of or change to third party equipment that is not covered by this Agreement;
  - 11.1.7 Undertake any maintenance or reconfiguration of the Maintained Equipment resulting from modifications or attempted modifications to the Maintained Equipment that is not carried out by or under the direction of Connaught;
  - 11.1.8 Undertake modification of the Maintained Equipment to accommodate:
    - a) Changes to the Customer's requirements involving additions to or alteration, relocation, reinstallation, or modification of the Maintained Equipment (save configuration changes), unless such is set out on the Order;
    - b) Upgrades to the hardware in the event that upgraded Software is no longer compatible with the Maintained Equipment.
  - 11.1.9 Repair any defects that arise due to accidental damage, misuse, negligence or failure to observe Connaught's or manufacturer's recommendations;

- 11.1.10 Repair any defects caused by faults external to the system including, but not limited to flooding, electricity supply failure or fluctuation or air-conditioning failure.
- 11.2 Connaught shall at its sole discretion carry out any of the services listed in sub-clause 11.1 and shall be entitled to charge the Customer for the provision of such services at its prevailing rate.
- 11.3 The Customer is exclusively responsible for the prevention of Toll Fraud and Connaught shall not be liable for any losses, costs or damages arising from Toll Fraud.

## Service Schedule

The following Service Schedule sets out all of the Services that may be provided by Connaught. Connaught provides a number of Service Packages, which are described in paragraphs 1 to 5 below. The actual Services to be provided under the terms of this Agreement are listed in the Order.

### 1. Platinum Maintenance and Support Services

Connaught provides Platinum Maintenance and Support Services for the Telephony Equipment set out on the Order as follows:

#### 1.1 Service Limits and Levels:

Measure	Target / Limit
Response Time	2 Working Hours
Fix Time	Reasonable Endeavours
Maximum number of inclusive Site visits per annum	8
Maximum number of inclusive Support Calls / minutes of remote programming assistance per annum	8 Support Calls or 80 minutes

#### Hardware Covered

#### 1.2 Telephone handsets:

- Labour, parts and materials required for repair
- Replacement (not necessarily with new equipment) in the event that the handset is irreparable
- Firmware upgrades as required for fault fixing or addressing security threats

#### 1.3 Dedicated PBX Equipment, including call recorders, voicemail, logging, IVR and ACD products:

- Labour, parts and materials required for repair
- Supply and installation of firmware upgrades as required for fault fixing or addressing security threats
- Supply and installation of Software patches and maintenance releases as required for fault fixing or addressing security threats
- Software configuration changes

#### 1.4 If specified on the Order, Connaught-Supplied Workstation Hardware:

- Labour, parts and materials required for repair
- Supply and installation of Firmware upgrades as required for fault fixing or addressing security threats

#### 1.5 If specified on the Order, peripheral hardware:

- Labour, parts and materials required for repair
- Supply and installation of Firmware upgrades as required for fault fixing or addressing security threats

### 2. Gold Maintenance and Support Services

Connaught provides Gold Maintenance and Support Services for the Telephony Equipment set out on the Order as follows:

2.1 Service Limits and Levels:

Measure	Target / Limit
Response Time	4 Working Hours
Fix Time	Reasonable Endeavours
Maximum number of inclusive Site visits per annum	6
Maximum number of inclusive Support Calls / minutes of remote programming assistance per annum	6 Support Calls or 60 minutes

Hardware Covered

2.2 Telephone handsets:

- Labour, parts and materials required for repair
- Replacement (not necessarily with new equipment) in the event that the handset is irreparable
- Firmware upgrades as required for fault fixing or addressing security threats

2.3 Dedicated PBX Equipment, including call recorders, voicemail, logging, IVR and ACD products:

- Labour, parts and materials required for repair
- Supply and installation of firmware upgrades as required for fault fixing or addressing security threats
- Supply and installation of Software patches and maintenance releases as required for fault fixing or addressing security threats
- Software configuration changes

**3. Silver Maintenance and Support Services**

Connaught provides Silver Maintenance and Support Services for the Telephony Equipment set out on the Order as follows:

3.1 Service Limits and Levels:

Measure	Target / Limit
Response Time	8 Working Hours
Fix Time	Reasonable Endeavours
Maximum number of inclusive Site visits	4
Maximum number of inclusive Support Calls / minutes of remote programming assistance	4 Support Calls or 40 minutes

Hardware Covered

- 3.2 Dedicated PBX Equipment, including call recorders, voicemail, logging, IVR and ACD products:
- Labour, parts and materials required for repair
  - Supply and installation of firmware upgrades as required for fault fixing or addressing security threats
  - Supply and installation of software patches and maintenance releases as required for fault fixing or addressing security threats
  - Software configuration changes

**4. Premium Maintenance and Support Services**

Connaught provides Premium Maintenance and Support Services for the Security Equipment set out on the Order as follows:

4.1 Service Limits and Levels:

Measure	Target / Limit
Response Time	Reasonable Endeavours
Fix Time	
Maximum number of inclusive Site visits per annum	8
Maximum number of inclusive Support Calls per annum	8
Annual Service Visit	1 per annum

- 4.2 Independently of any Support Calls, Connaught will make one annual service visit per annum. During the visit Connaught’s engineer will:
- Clean cameras
  - Check camera positioning
  - Check image quality
  - Check connections
  - Apply any outstanding firmware or Software updates

Hardware Covered

- 4.3 Connaught provides Premium maintenance and support Services for the Security Equipment set out on the Order as follows:
- Advance exchange of faulty Security Equipment
  - Supply and installation of firmware upgrades to Security Equipment as required for fault fixing or addressing security threats
  - Supply and installation of Software patches and maintenance releases to Security Equipment as required for fault fixing or addressing security threats

**5. Lite Maintenance and Support Services**

Connaught provides Lite Maintenance and Support Services for the Security Equipment set out on the Order as follows:

## 5.1 Service Limits and Levels:

Measure	Target / Limit
Response Time	Reasonable Endeavours
Fix Time	
Maximum number of inclusive Site visits per annum	None
Maximum number of inclusive Support Calls per annum	4
Annual Service Visit	1 per annum

5.2 Independently of any Support Calls, Connaught will make one annual service visit per annum. During the visit Connaught's engineer will:

- Clean cameras
- Check camera positioning
- Check image quality
- Check connections
- Apply any outstanding firmware or Software updates

### Hardware Covered

5.3 Connaught provides Lite Maintenance and Support Services for the Security Equipment set out on the Order as follows:

- Return to base repairs for Security Equipment
- Supply and installation of firmware upgrades as required for fault fixing or addressing security threats
- Supply and installation of Software patches and maintenance releases as required for fault fixing or addressing security threats

## 6. Adds, Moves and Changes

Connaught shall install, move, add, and change the Maintained Equipment under the terms of its Supplementary Terms for the Sale of Goods, Loan and Rental of Equipment.

## 7. Service Desk

7.1 Subject to fair use, Connaught's service desk provides support and assistance in the use of the Services, including the following:

- Provision of help and guidance in the use and configuration of the Equipment
- Management of the prompt resolution of Faults arising within the Equipment which are raised by the Customer
- Escalation management if required in the event of protracted Fault resolution
- Remote access support if possible and appropriate
- On-Site assistance when it is agreed between the parties that such is the best approach to resolving a particular Fault

7.2 The Customer shall make requests for assistance by one of the following methods:

- By Email to Connaught's service desk: support@connaughtltd.co.uk
- By Telephone to Connaught's service desk: 0121 311 1010

7.3 The service desk is available from 9am to 5pm Monday to Friday excluding bank and public holidays.

## 8. Service Level Agreement

8.1 Connaught will use reasonable endeavours to respond to and fix Faults in the Equipment according to the targets specified in the service package descriptions.

8.2 Failure by Connaught to meet the targets set out in this Service Schedule shall not be deemed a breach of this Agreement.

## 9. Complaint Handling

9.1 If the Customer is dissatisfied with any Services-related matter, the Customer should make a complaint using the following escalation path. If the complaint remains unresolved, the Customer should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Service Desk	support@connaughtltd.co.uk 0121 311 1010
2	Technical Manager	nigel.turner@connaughtltd.co.uk 0121 224 7204
3	General Manager	laura.richards@connaughtltd.co.uk

9.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.