

SERVICE SCHEDULE

- Contact Class on **03333 8008811** for fault reporting and any PABX Maintenance enquiries.

For all information appertaining to Provision of Services, Delivery Arrangements, Installation and Delivery of Services, Equipment, Acceptable Usage, Termination & Suspension, Consequences of Termination, Limitation of Liability, Information Confidentiality and Intellectual Property Rights, Force Majeure, Privacy & Data Protection, Notices, Complaints, Warranties, Service Obligations and General headings please refer to the Class Terms & Conditions. For this maintenance service the following terms and conditions shall also apply and prevail.

1 Commencement Date

- The maintenance commencement date is shown under the Maintenance Contract Details section on page 1 of this document.
- The duration of maintenance is for the Period shown, and the Period renews automatically on the anniversary of the commencement date unless cancelled either by CAP or the Customer.
- The maintenance charge for the new Period may increase and Customer will be advised in writing no less than 60 days in advance of the end of the current Period.
- Customer renewal cancellations should be received no less than 90 days in advance of the end of the current Period and sent by e-mail to support@classnetworks.com.

2 Description of the Services

- Maintenance service is provided on-site from a field technician or off-site from a remote help desk technician at CAP's sole discretion.
- Remote access adds moves and changes are included, and are only extra and chargeable at CAP's prevailing rates if remote access is not suitable or not available.
- Software upgrades are extra and chargeable except when specifically used for fault correction.
- Major fault (significant or comprehensive area of functionality including trunk group failure, operator console and/or more than 20% of handsets disabled) response time is 4 hours.
- Minor fault (minor problem with minimal impact, limited or isolated area of functionality disabled, call functionality still available) response time is 16 hours.
- Adds moves and changes response is on a best endeavours basis.
- Response time is the time between the fault being reported and an attempt being made to resolve it.
- Working days are Monday to Friday excluding public holidays, working hours are 9am to 5pm. Faults reported before 9am are treated as received at 9am, and faults reported after 5pm are treated as received at 9am the next working day.
- For customers with extended cover only Major Faults will be responded to outside of working days and working hours.

3 Data Backup

- For data storage devices e.g. Call Loggers and Voice Mail systems the Organisation is solely responsible for backing up and safely storing the data at a suitable frequency so that it can be restored in the event of loss.
- Failure to take and keep backups may result in loss of Equipment use, and incur additional charges for re-commissioning.

4 Cover and Additional Equipment

- The Equipment stated in the Maintenance Contract Details is the only equipment covered.
- Maintenance will be provided and charged on a pro rata basis for the current Period for additional Equipment.

5 Exclusions

- The following are outside the maintenance service liability, but may be repaired or replaced at a price applicable at the time: (i) a fault due to user error; (ii) the Equipment being subjected to abnormal physical or electrical stress (for example lightning strike or power surge); (iii) the Equipment being damaged due to accident, neglect, theft, misuse by any party, acts of God, failure or fluctuation of electrical power or causes other than ordinary use; (iv) the Equipment being tampered with by any party; (v) 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 and/or customer supplied equipment.
- In order to ensure continuity of service, it may be necessary to replace the Equipment with similar equipment that will also be part of this Agreement.
- Unless specified in the schedule of Equipment the wiring and connections between the network connections point as defined in the relevant legislation and any extension socket is not covered. Any underground or overhead routes are not covered.
- The cost of any repairs to any Equipment, telephone lines or site wiring or connection points outside of that specifically included in the Maintenance Contract Details shall be charged at current rates for labour and materials.
- Class Networks is not financially responsible or liable in any way whatsoever for any call charges arising from use of the customer's PABX system, including call charges arising from customer or non-customer misuse and fraudulent calls, and including Dial Through Fraud or calls made by whatever method and for the sake of clarity, the customer is solely responsible for payment of any and all call charges attributed to its telephone numbers however arising.

6 Other specific requirements for each service

- Customer to comply with any reasonable instructions notified by Class concerning the use of the Equipment, and only to use the Equipment in accordance with applicable statutory provisions and in such a way as not to adversely affect the Network.
- Customer is responsible for organising and providing access for maintenance work when required and will be charged for failed appointments.
- For the avoidance of doubt Customer will not allow any person apart from CAP, its employees or agents to service or in any way interfere with the Equipment during any Period of this Agreement. Any maintenance necessitated by such unauthorised service or interference shall be outside the scope of this contract and charged at the price applicable at the time.