

Mainstream Digital Ltd
General Conditions of Service
for Customer Premises
Equipment
Version 1.8
9th January 2023

This Agreement applies to the provision to you, (the "Customer"), by us, Mainstream Digital Limited, a company incorporated in England and Wales with Company Number 02742235 whose registered office is at 701 Stonehouse Park, Sperry Way, Stonehouse, Gloucestershire, GL10 3UT ("Mainstream") of those services which have been selected by you (the "Service").

Definitions of the terms used in this Agreement are detailed in the Definition's document and specific terms and conditions for Mainstream Products and Service can be found at www.msdigital.com excepting the following: "**Contract**" means, in order of precedence this Service Schedule, the General Terms and Conditions, and the Order Form.

2. Maintenance and Repair

2.1 Mainstream undertakes during this agreement to repair the Equipment in accordance with the Terms and Conditions of this Agreement to the level specified in Telephone Systems Maintenance SLA and/or Data Systems Maintenance SLA Agreement, and defined in this Service Schedule except where the agreement is invalidated by:-

- (a) a fault due to the Customer's error
- (b) the Equipment being subject to abnormal physical or electrical stress or not being used in accordance with the manufacturer's instructions
- (c) the Equipment being damaged due to accident, neglect, misuse by the Customer, acts of God, 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, fluctuation or change in the electrical supply and / or Network service and connections and / or host PABX systems

The above faults or damage are outside Mainstream's Service liability under the Agreement may be repaired by Mainstream at a price applicable at the time.

2.2 The Customer must report faults in Equipment by telephoning the number specified on the Order Form or such other number as Mainstream may notify to the Customer.

2.3 Following a reported fault, Mainstream will respond by providing advice by:

- (a) telephone including where appropriate advice as to tests and checks to be carried out by the Customer
- (b) carry out diagnostic checks from Mainstream premises using the configured remote access
- (c) where it is considered necessary and as soon and reasonably practicable visiting the Site when (a) and (b) do not diagnose or clear the fault

2.4 All work to the Equipment shall be carried out by Mainstream or an installer authorised by Mainstream.

2.5 The Equipment may be replaced at the opinion of Mainstream for any length of time at Mainstream's discretion with similar equipment which will also be subject to the Terms and Conditions of this Agreement.

2.6 Where replacement parts are provided by Mainstream, the parts removed will become the property of Mainstream.

2.7 Mainstream may remove all or part of the Equipment from the Site for the purpose of inspection, testing and repair, but whenever reasonably practicable will take steps to protect the continuity of the Customer's service.

2.8 The wiring between the network connection point as defined in the relevant legislation and any extension socket is not covered by this Agreement. The cost of any repairs to site wiring shall be borne by the Customer at the price quoted and agreed between Mainstream and the Customer.

3. Service Period and Charges

Minimum Period

3.1 The Service will have a Minimum Period as stated on the Order Form.

3.2 The Customer must pay the Charges for the Service and these charges are set out in the Order Form.

3.3 If the Customer does not notify Mainstream of an address to which bills may be sent, Mainstream will send the bills to the Site address for the Service.

3.4 Payment is due within 14 days of the date of Mainstream's bill.

3.5 The late payment charge payable is detailed under clause 9.6 of the General Conditions of Service.

3.6 Unless otherwise agreed with the Customer, payment will be made by direct debit.

Early Termination Charges

3.7 The termination of a contract ahead of completion of the agreed term will incur an early termination charge.

3.8 The customer must submit a request to cancellation of the contract with 30 days notice, and they will be advised of any cancellation fees, which will not be greater than 50% of the remaining term fees.

4. Commencement

4.1 This Contract and the Service begin on the date that the Order Form is signed by both parties.

4.2 Before Mainstream can be certain that it can provide the Customer with the Service, it may require the Equipment to pass a Maintenance Acceptance Test prior to commencement of the Service. If Mainstream has supplied, installed and configured the Equipment then a Maintenance Acceptance Test will not be required if the Service is taken from the date of the commissioning of the Equipment if clause 5.5 of this Service Schedule is adhered to.

4.3 The initial Maintenance Acceptance Test may incur a charge if deemed necessary by Mainstream.

4.4 The Customer must supply Mainstream with the full hardware equipment list, administration username and password for the Equipment, a copy of the latest back up configuration and details for remote access. Without this information Mainstream will require the Equipment to pass a Maintenance Acceptance Test and have remote access set up which may incur a charge.

4.5 If the Equipment fails the Maintenance Acceptance Test, either:

- (a) The Customer will authorise Mainstream to carry out the remedial work required by Mainstream to bring the Equipment to the appropriate software and hardware level and / or standard. The Customer agrees to pay Mainstream's charges for such remedial work;
- (b) The Customer will arrange at its own expense for the Equipment to be

brought up to the appropriate software and hardware level and/or standard required by Mainstream. Mainstream will review the changes and may raise an additional charge for the second Maintenance Acceptance Test.

4.6 Mainstream will advise the Customer of the date the Service will be activated.

4.7 During the term of the contract Mainstream expects remote access to be available for fault diagnosis. Should the customer not be able to provide appropriate remote access at the time of a fault, Mainstream may choose to apply additional fault finding call-out charges.

5. Responsibilities of the Customer

5.1 The Customer will give or procure to be given to Mainstream or its servants or agents at all reasonable times, access to the Site 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 Mainstream.

5.2 The Customer must not allow any person apart from Mainstream employees or its agents to service or in any other way interfere with the equipment during the term of this Agreement. Any work by Mainstream necessitated by such service or interference shall be charged to the Customer at a price applicable at the time.

5.3 The Customer agrees to pay any additional charge that may become due during the period covered by the Agreement as a result of additions or alterations to the Equipment.

5.4 The Customer acknowledges that it is its responsibility to effect insurance in respect of all risks relating to the maintenance of the equipment not covered in section 7 of this Service Schedule.

5.5 The Customer agrees to make available an internet connected LAN port or router port available within 3 metres of the Equipment; and the specific TCP/IP ports are open to allow remote access. The router or firewall configuration remains the responsibility of the Customer.

6. Additional Conditions

6.1 The Customer is responsible pursuant to Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 ("the WEEE Regulations") for the costs of collection, treatment, recovery and environmentally sound disposal of any equipment supplied under this Contract which has become waste electrical and electronic equipment. Mainstream and the Customer acknowledge that for the purposes of Regulation 9 this clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE. The Customer is responsible for any information recording or reporting obligations imposed by the WEEE Regulations.

Limits of Liability

6.2 Subject to clauses 11.2, 11.3 and 11.4 of the General Conditions of Service, the Customer and Mainstream accept liability to the other in contract, tort (including negligence), breach of statutory duty or otherwise for direct loss limited to:

- (a) £1,000,000 for loss of or damage to physical property in any period of 12 consecutive months; and

(b) £500,000 for all other loss or damage arising from any one incident or series of connected incidents and £1,000,000 for all incidents in any period of 12 consecutive months.

7. Transfer of Rights and Obligations

7.1 The Customer cannot assign any rights arising out of this Agreement without the prior written consent of Mainstream. Mainstream may assign this agreement to any other person without serving any prior notice to the Customer.

Notices

7.2 In addition to the addresses stated in clause 19 (a) and (b) of the Conditions, notices may be delivered to the Customer at the primary email address that it provides Mainstream on the Order Form.

7.3 Mainstream will also notify the Customer of any changes that Mainstream makes to the Contract under clause 15 of the General Conditions of Service at the primary email address that it provides Mainstream on the Order Form.