

**Mainstream Digital Ltd**  
**Telephone Systems**  
**Maintenance Service Level**  
**Agreement**  
**Version 1.3**  
**9<sup>th</sup> Jan 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 8 Wheelwrights Corner, Old Market, Nailsworth, Gloucestershire, GL6 0DB

Definitions of the terms used in this Agreement are detailed in the Definition's document that can be found in Terms & Conditions at [www.msdigital.com](http://www.msdigital.com)

## **1. Scope of this agreement**

This document provides details on the products that are maintained under our Telephone System Maintenance contract and the steps we will undertake to resolve a fault or handle request for an amendment.

Herein the Telephone System will be referred to as a PBX.

## **2. What system hardware is covered?**

2.1 The following parts/systems will be covered.

- The PBX chassis
- Any extension chassis' that make up the service connections for trunk and extension handling. This includes DECT transmitters
- Any inbuilt core hardware that provides VoiceMail and/or Unified Communication services
- Non-inbuilt hardware for voice mail will be covered if the specific contract document details the relevant unit(s)

If any of the above is deemed to have failed due to inappropriate usage, inadequate ventilation, flooding, fire vermin damage or tampering by non-MSD approved persons, we reserve the right to charge for replacement products.

2.2 Mainstream will only take on maintenance where the system is installed in an acceptable environment in accordance with the manufacturer's recommendations. If the PBX needs to be moved, or is moved by non-Mainstream technicians the customer must advise Mainstream of this change.

## **3. What system software is covered?**

Any software installed on the core systems of the PBX that provide call support and/or VoiceMail and/or Unified Communications are covered.

## **4. Warranty cover**

The Mainstream Standard Warranty Period will cover the following, thereafter the customer will be charged for any replacements needed to resolve a fault.

- The PBX hardware handsets (analogue, digital, DECT, IP) and any associated power supplies
- Cabling from the patch panel to the PBX supplied by Mainstream, and any cable/ports to user points installed by Mainstream.

- Any damage caused by inadequate ventilation, flooding, fire, vermin damage or tampering by non-MSD approved persons will not be covered by the warranty
- Any damage deemed to have been caused by power delivery to the unit, such as high voltage spikes will not be covered by the warranty.

### **4.1 Return of equipment**

4.1.1 The customer is responsible for the secure return of any product being returned under warranty.

4.1.2 The returned item must be packaged in its original packaging. Where this is not possible, it must be package according to manufacturer's specification. All carriage is to be paid for by the customer.

### **5. Fault Reporting.**

Any fault or suspected fault can be reported to Mainstream at any time of day on any day of the week.

### **6. Fault Acceptance**

Mainstream will investigate reported faults between the hours of 8:30 and 17:30 on a Monday to Friday. Bank Holidays are excluded. If your calls and lines are with Mainstream, with your agreement we will activate the planned call divers.

### **7. Fault Finding (remote diagnosis)**

For customers able to accept remote diagnosis of the system, on registration of a fault, we will aim to login and diagnose the problem and report back the outcomes of the remote investigation within 4 hours; during the hours of 8:30 to 17:30 Monday to Friday. Bank Holidays are excluded

### **8. Fault Finding (site visit)**

For customers not able to accept remote diagnosis, we call the customer back within 4 hours during the hours of 8:30 to 17:30 Monday to Friday (Bank Holidays are excluded) to advise of on-site attendance and charges related to the fault find visit.

An on-site date and time will be agreed with a target aim of being on site within 48 hours.

### **9. Fault repair**

On diagnosis of the fault, any replacement hardware will be ordered and an on-site engineer will be arranged.

Where replacement hardware cannot be provided the client will be advised of this and a plan of action will be discussed and agreed with the client.

Hardware may be unavailable due to stock shortage or delays in shipping.

If the fault is fixable as a software or system configuration change this will be carried out remotely or on site as required and agreed with the client.

### **10. Amendment requests**

Amendment requests can be raised between the hours of 8:30 and 17:30 Mondays to Fridays. Bank Holidays excepted.

Where remote access is available we will endeavour to complete the amendment within 24 hours, unless the customer requires a longer lead-time.

Where remote access is not available or the amendment requires a site visits, any charges will be made clear to the client ahead of any agreement to attend site.

### **11. System replacement**

In the event of complete failure of a PBX and Mainstream deems this to be covered by the maintenance agreement, we will advise of the timescales for replacement of the relevant system parts or the complete system.

### **12. What is not covered?**

12.1 Mainstream will not support any peripheral software under the PBX maintenance agreement. Examples of this would be; mobile apps for Unified Communications and IP phone software.

12.2 Software and Hardware for Call Management, Call Recording and CTI systems are not covered under the PBX maintenance agreement. They will be subject to the relevant product agreement for each installation of said products/services.

12.3 Any damage deemed to have been caused by power delivery such as high voltage spikes to the system and any core hardware, will not be covered for replacement. Mainstream recommend a UPS (Uninterruptible Power Supply) is used to protect systems from such events.

12.4 Any damage deemed to have been caused as a result of the customer handling the system or any of the connections that are part of the system. Where the customer has been advised under guidance from an on-site or remote Mainstream Support Technician to make changes which the Mainstream Technician accepts as low risk, this condition is void.

### **13. BT Maintained PBX Systems**

For systems maintained by BT, but billed through Mainstream, the customer may report a fault at any time. Mainstream will contact BT in line with the contract agreement with BT.