

## Maincoms Multi-Service Terms of Business Version 3.2

1. On this page are the terms on which we provide products and services to you. Binding contracts are made when we accept orders from you. These terms and others shall apply even if we receive orders from you on your stationery with different terms and conditions printed on it, unless subsequent terms are agreed in writing under the signature of a director of our company. Where you ask us to arrange lease finance from an external finance company, then your agreement with them will be subject to the terms on the agreement that you sign with them.

2. Any goods supplied to you belong to us until you have paid for them, but they are at your risk from the date that they are delivered to you.

3. All equipment will be covered by a 12-month warranty period and repaired or replaced if found faulty once you return them to us. Software is licenced to you not sold and is provided on the terms of the manufacturer's licence. On-site support and telephone technical advice on both hardware and software is only provided where you enter into a support contract with us.

4. As we have only limited information on your business, we can make no guarantee on how any equipment and services that we supply will work with other equipment, systems or processes you use in your company unless you send us a written specification of requirements covering this area before any contract is made.

5. Payment for individual invoices is due within 30 days of the date of the invoice. You may pay by direct debit or by cheque/BACS.

6. We reserve the right to apply a credit limit for charges incurred by you and to ask for earlier settlement of invoices or to temporarily suspend access to our services, in whole or part, if this limit is exceeded.

7. If you do not make any payments by the due date or you do not abide by any term of this agreement, you will be considered in default, and we may immediately suspend service and/ or terminate this agreement.

It is considered your responsibility to check your monthly invoices for correctness as billing errors may occur. Should you highlight any historical billing errors these will be back dated to a maximum of 3 months from the date this was highlighted.

Where we suspend service, you will remain liable for all charges during the period of suspension. We reserve the right to charge for reconnection and may require revised payment terms.

On termination of this agreement, you will allow us to collect all our equipment and will pay to us all sums that would have fallen due over the balance of the minimum chargeable duration of any contracts.

8. We will place the necessary orders on your behalf with the public telephone network operators as instructed by you or as would reasonably be required for the efficient use of the equipment. You will be responsible for all charges from these public network operators for all network services. We give any indications of the likely charges and installation times from these operators in good faith only.

9. Under our rental contracts, the equipment does not become your property and you must not sell it or move it without our permission. You will be responsible for our equipment, must keep it insured for its full replacement value and must return the equipment to us at the end of the rental agreement complete and in good working order.

10. We agree to execute repairs and replacements to the equipment covered by a current support or rental contract in order to keep it operational. Maintenance will be carried out in the agreed hours according to the level of service selected. Repairs and inspections necessitated by reasons other than fair wear and tear will be charged at our current rates for parts and labour.

11. Alterations, additions or relocations to the Equipment must be made by us. Any additions to the system may require an adjustment to the service charge but this may not be implemented until the next invoice date.

12. Our contracts for the supply or management of fixed lines or mobile phones and the calls on these lines or mobile phones have a minimum chargeable duration of 24 months unless stated otherwise. The first chargeable period may be for an irregular duration and charge in order to pro-rata adjust to our monthly billing schedule. At the end of the minimum term of the contract it will move into a rolling 30-day agreement. If the contract is terminated within the minimum chargeable period, you will be liable for any outstanding charges until the end of the contract term.

Our support contracts, rental contracts and any other contract have a minimum chargeable duration of 24 calendar months unless stated otherwise. At the commencement of these contracts, you may choose if you would like to pay in monthly or yearly chargeable periods. We will then invoice you in advance in periods for 1, 3 or 12 whole calendar months respectively. The first chargeable period may be for an irregular duration and charge in order to pro-rata adjust to our monthly billing schedule. If the contract is terminated within the minimum chargeable period, you will be liable for any outstanding charges until the end of the contract term.

13. We can increase contract charges annually, you will be given 30 days' notice in the event of any price increase.

14. We will supply itemised call management reports by email at the end of each month and invoice you at our then current price list for calls on the fixed or mobile telephone networks. A charge will be incurred if the call management reports are provided by any other method. The call charges in these invoices will be calculated from data recorded by licensed network operators and not from any data that you record yourself.

15. You will allow us reasonable access to program your equipment initially and from time to time thereafter in order for us to ensure most efficient operation of the services. On termination for any reason, we shall not be liable for any charges to reprogram your equipment for subsequent services.

16. You must keep confidential any electronic serial number, access code, password, personal locking or unlocking key and any personal identification number issued by Maincoms. You must inform us immediately if any mobile phone and/ or SIM card and/ or password or key is lost or stolen and you will remain liable for all charges incurred until you do so.

17. We will make reasonable efforts to make our services available to you at all times. Owing to the nature of telecommunications, it is impossible to provide a fault free service. Quality and availability of the services may be affected by outside factors outside our control such as physical obstructions, atmospheric conditions and other causes of radio interference or faults in the public telecommunications networks. Neither party shall be responsible for any loss of business, contracts, anticipated savings, profits or any other indirect or consequential loss of the other. Neither party shall be liable to any loss or damage that occurs outside its reasonable control including acts of God, inclement weather, floods, draught, lightning damage, fires, failure or shortage of power supplies, lockouts, trade disputes, non-supply of services from third parties, and any acts or omissions of governments, highway authorities, other telecommunications operators or other competent organisations.

We do not warrant that the Products, however configured, are immune from fraudulent or unauthorised intrusion, connection, attack or use (including, without limitation, connection to voice or data networks or connections, or attacks or intrusion of, or by means of virus, worm, Trojan horse or other malicious or unauthorised code) and accordingly we will not be liable for any loss, damage, cost or expense directly or indirectly occasioned thereby.

Installation times are estimates only. Response times quoted are target times for an engineer to respond after a fault is reported by you and are given in good faith only to indicate the speed of service that is typically given. Where commencement of any contract is delayed, then any relevant dates on this and any associated contract will be adjusted by the same amount where needed to keep the context of the original agreements the same.

In the event that the services we provide are not available for any reason, and you choose to use the services of another organisation, we will not be responsible for any charges that the organisation may make.

Our liability to you will be limited to £5,000 for any one incident or series of incidents and further limited to £1,000 for any direct physical damage to or loss of property resulting from our negligence. In this clause we do not exclude liability in relation to death or personal injury caused by our negligence.

18. We may at any time assign contracts and the benefit of these terms to any company which is in the same group as us or which is a company associated with us provided that the assignee covenants to perform our obligations under the contracts.