

**1. Definitions**

Capitalised terms used in these Maintenance Services Terms and Conditions shall have the following meanings. All other capitalised terms shall have the meanings given to them in the MSA Terms (as defined below):

**“Additional Equipment”** means any additional equipment, software and/or systems supplied by Solar to the Customer at any time during the Term following the Commencement Date;

**“Anniversary Date”** means any anniversary of the Commencement Date;

**“Commencement Date”** has the meaning given to it in the MSA Terms;

**“Cover Days”** means the days of the week (excluding bank holidays unless otherwise agreed by Solar) specified in the Customer Service Document, unless bespoke Cover Days are agreed and specified in the Customer Agreement;

**“Coverage Hours”** means the hours specified in the Customer Service Document, unless bespoke hours are agreed and specified in the Customer Agreement;

**“Customer Agreement”** has the meaning given to it in the MSA Terms;

**“Customer Alterations”** means any alterations or attachments to Maintained Equipment carried out by or on behalf of the Customer, including any alterations or attachments to or extensions to any related apparatus and/or wiring (including removal and/or re-installation of any of the Maintained Equipment at a site other than the Site) carried out by the Customer;

**“Customer Service Document”** as defined in the MSA Terms;

**“Excluded Equipment”** means, in relation to Maintained Equipment, overhead, underground or external cabling, two-wire telephone handsets and other related equipment not specified in the Customer Agreement;

**“Excluded Fault”** means a fault with any of the Maintained Equipment which is caused or contributed to by: (i) the Customer not complying with the Customer Agreement; (ii) neglect or misuse of the Maintained Equipment and/or any failure by the Customer to maintain and/or operate the Maintained Equipment in accordance with the manufacturer's instructions and recommendations; (iii) the Customer's failure to carry out first line diagnostics as directed by Solar; (iv) the use of defective or inappropriate supplies or consumables in relation to the Maintained Equipment which were not supplied by Solar; (v) any defect or error in software, hardware or other equipment or apparatus not supplied by Solar; (vi) the painting or finishing of the Maintained Equipment; (vii) electrical or other work to the Maintained Equipment which is not carried out or authorised in advance by Solar; (viii) any use of the Maintained Equipment outside the manufacturer recommendations for use and/or by or on behalf of the Customer by any person who has not received the necessary training for such use; (ix) upgrading any software comprising the Maintained Equipment, or any other modifications made to make the Maintained Equipment compatible with any software not comprising the original Maintained Equipment (other than where Solar has been advised by the manufacturer of the Maintained Equipment that the upgrade is required to resolve a fault logged by the Customer); and/or a Force Majeure Event;

**“Fault Notification”** means a notification to Solar by the Customer, in the manner specified in the Customer Service Document, of a fault with any of the Maintained Equipment;

**“Fault Response”** means Solar's response to a Fault Notification including, in the case of Maintained Telephone Equipment, a Major Fault and a Minor Fault which, subject to these Maintenance Services Terms and Conditions, shall be provided within the maximum time specified in the Customer Service Document (unless bespoke response times have been agreed and specified in the Customer Agreement);

**“Fee”** has the meaning given to it in the MSA Terms;

**“Force Majeure Event”** has the meaning given to it in the MSA Terms;

**“Maintained Equipment”** means the equipment, software and/or systems specified in the Customer Agreement in respect of which Solar shall provide the Services, together with any Additional Equipment, each of which shall be installed at the Site (except Excluded Equipment);

**“Maintained Network Equipment”** means Maintained Equipment

which is fixed-line data network equipment;

**“Maintained Telephone Equipment”** means Maintained Equipment which is fixed-line voice telephone system equipment;

**“Maintenance Charge”** means the sum payable by the Customer in respect of the Maintenance Services, which for the Minimum Term is as specified in the Customer Agreement, as adjusted in accordance with the MSA Terms;

**“Maintenance Services”** means in relation to the Maintained Equipment and during the Coverage Hours on the Cover Days: (i) the provision of a Fault Response; and (ii) maintenance, repairs and replacement of parts in accordance with the Service Package, in both cases as required as a result of fair wear and tear incurred after the Commencement Date, in all cases excluding in relation to Excluded Faults;

**“Major Fault”** means, in respect of Maintained Telephone Equipment: (i) 25% of all handsets forming part of the Maintained Telephone Equipment being unable to make any voice call (whether incoming or outgoing); (ii) a total voicemail or call centre application failure; (iii) a total failure of any other application comprising the Maintained Telephone Equipment specified in the Customer Agreement; (iv) a total failure of all Maintained Telephone Equipment; and/or (v) an inability to make any voice calls across the Customer's private network; and/or any other circumstance defined as a Major Fault within the Customer Agreement;

**“MAT”** means a maintenance acceptance test to verify that the Maintained Equipment is in good working order on the Commencement Date;

**“Minimum Term”** as defined in the MSA Terms;

**“Minor Fault”** means any fault with any of the Maintained Telephone Equipment other than a Major Fault; and/or as alternatively defined in the Client Agreement;

**“MSA Terms”** means Solar's master services agreement terms and conditions which are attached or referred to in the Customer Agreement;

**“Network”** means any telecommunications network to which the Maintained Equipment is connected;

**“Payment Method”** means the payment method specified in the MSA Terms (unless any alternative method has been agreed and is specified in the Customer Agreement);

**“Renewal Term”** has the meaning given to it in the MSA Terms;

**“Service Package”** means the service package specified in the Customer Service Document;

**“Service Terms”** as defined in the MSA Terms, which includes these Maintenance Services Terms and Conditions;

**“Site”** means the Customer's site at which the Services shall be provided, as set out in the Client Agreement; and

References to “clauses” are to clauses of these terms and conditions (and not clauses of the MSA Terms), unless otherwise stated.

**2. Service Terms**

2.1. These Maintenance Services Terms and Conditions shall apply to and be incorporated into the Customer Agreement if Solar is providing Maintenance Services in accordance with the Customer Agreement.

**3. Payment**

3.1. Unless otherwise stated in the Customer Agreement, Solar shall be entitled to invoice the Customer for the Maintenance Charge yearly in advance on or before the Commencement Date and each anniversary of it.

3.2. All invoices must be paid to Solar in accordance with the MSA Terms in cleared funds by the Payment Method.

3.3. The annual Maintenance Charge may be adjusted in accordance with the MSA Terms and at Solar's reasonable discretion to take into account any Additional Equipment. Where applicable, if the Customer prevents Solar from remotely accessing the Maintained Equipment (whether by failing to provide a suitable remote access facility or otherwise), Solar may increase the Maintenance Charge by a reasonable sum to reflect the increase in cost to Solar of providing the Maintenance Services, capped at 50%. Solar shall be entitled to invoice the Customer, on or after the date the

Maintenance Charge is adjusted in accordance with this clause 3.3, which invoice shall be payable in accordance with the MSA Terms.

- 3.4. Solar shall have the right to vary the Maintenance Charge in accordance with the MSA.
- 3.5. If, in Solar's reasonable opinion, Maintenance Services are required in relation to the Maintained Equipment other than as a result of an Excluded Fault, then Solar shall notify the Customer and provide an estimate of the additional charges payable by the Customer to provide Maintenance Services in relation to the same. If those charges are approved by the Customer, Solar shall use its reasonable endeavours to provide such Maintenance Services provided that the Customer shall pay Solar's charges in relation to the same and the Fault Response hours shall not apply.
- 3.6. Where a Fault Response has been provided and no fault exists on the Maintained Equipment, Solar may charge the Customer an abortive visit or call-out Fee (as applicable).

**4. Services**

- 4.1. From the Commencement Date, Solar shall, as soon as reasonably practicable after the Customer has provided a Fault Notification in accordance with clause 5 use its reasonable endeavours to provide the Services.
- 4.2. Solar will provide the Customer with an incident report number for each Fault Notification which is logged by the Customer.
- 4.3. The Services may be provided at the Site, by repair of the Maintained Equipment at Solar's premises, by remote access, by direct telephonic connection via a modem or similar device, or otherwise, at the option of Solar.

**5. Customer's obligations**

The Customer shall:

- 5.1. except if Solar is responsible for maintaining, or has supplied and installed, the Maintained Equipment immediately prior to the Commencement Date, ensure that the Maintained Equipment is in good working order on or before the Commencement Date. Solar may carry out a MAT on or before the Commencement Date. If the MAT is passed then Fault Notifications may be logged and the Solar shall provide the Maintenance Services. If the MAT is failed Solar may at its discretion:
  - 5.1.1. request that any specific remedial action is carried out by the Customer at its cost prior to Solar providing the Maintenance Services; and/or
  - 5.1.2. carry out any necessary remedial action to ensure that the Maintained Equipment passes the MAT and charge the applicable Fee to the Customer.
- 5.2. provide Fault Notifications as soon as possible;
- 5.3. ensure that any Maintained Equipment which Solar is to collect from the Customer in response to a Fault Notification is duly packaged and addressed, corresponds to the description of the Maintained Equipment which the Customer has reported to Solar and is ready for collection by Solar at the date and time specified by Solar. All faulty parts removed from the Maintained Equipment by Solar which are replaced as part of the Maintenance Services and in respect of which title has not passed to the Customer will be owned by Solar and the Customer warrants that it has obtained all necessary consents and authorities to part with possession of any replaced parts and to transfer title of them to Solar. Replacement parts provided by Solar (if applicable) may be new, second-hand or reconditioned;
- 5.4. operate and care for the Maintained Equipment in accordance with Solar's reasonable instructions, the manufacturer's guidance and good industry practice and not allow the Maintained Equipment to be moved, interfered with or tampered with;
- 5.5. maintain at its expense a suitable environment for the Maintained Equipment at the Site in accordance with the manufacturer's written specifications including a stable and clean power supply (without surges), air conditioning and humidity control, heating, lighting, ventilation, private wires, jack sockets and any other items or conditions as are

necessary for the efficient operation of the Maintained Equipment and for the provision of the Services;

- 5.6. ensure that adequate security is in place at the Site to prevent damage to, unauthorised use of or access to, or intrusion of any virus or malicious material into, the Maintained Equipment and/or the Site;
- 5.7. in relation to the operation and use of the Maintained Equipment, comply with all applicable laws, rules and regulations (including the Wireless Telegraphy Act 2006 and the Communications Act 2003) and any Network operators' requirements;
- 5.8. provide Solar with safe and unhindered access to the Site and the Maintained Equipment at all reasonable times (including remote system administration access to all Maintained Equipment) and provide such other reasonable information and assistance as Solar requests for the provision of the Services (including working and storage space at the Site and all documentation and other information necessary for Solar to diagnose any fault in the Maintained Equipment including an accurate Network diagram);
- 5.9. notify Solar fourteen (14) days prior to commencement of any Customer Alterations. The Customer shall ensure that all Customer Alterations are carried out by an installer approved in advance by Solar; and
- 5.10. be solely responsible for any costs, charges and expenses relating to the use (whether malicious, fraudulent or otherwise) of the Maintained Equipment by the Customer and/or a third party, whether from or within the Customer's premises, via any internet protocol address used by the Customer or via any other means. The Customer acknowledges that call forwarding and voicemail ports relating to Maintained Telephone Equipment that are configured to allow external calls may be vulnerable to fraudulent access. Any such configuration is solely at the Customer's risk.

**6. No Warranty**

- 6.1. Customer's attention is drawn in particular to clauses 3 and 14 of the MSA Terms. Without limiting the foregoing, Customer acknowledges that Solar does not warrant or represent that the Maintained Equipment will operate free from errors, viruses, fraudulent intrusion or unauthorised use (including its interconnection to long distance networks).

**7. Termination**

- 7.1. Either party may terminate the Customer Agreement in relation to the provision of Maintenance Services in accordance with these Maintenance Services terms and conditions and/or the MSA Terms.