

## Product Schedule: Maintenance Services - Terms and Conditions

1. **Purpose:** This Product Schedule forms part of the Product Agreement between Arrow and the Customer in relation to Maintenance Services, and sets out terms and conditions which are specific to the provision of such Maintenance Services. It is in addition to and subject to Arrow's standard Terms and Conditions, and does not in any way replace them. Capitalised terms used in this Product Schedule have the same meaning as in the Terms and Conditions. Where there is a conflict between the terms of this Product Schedule and the Terms and Conditions, the terms of this Product Schedule shall apply.
2. **Maintenance Services – General Terms:** The following provisions shall apply to all Maintenance Services. The term "**Maintenance Services**" means the support and maintenance by Arrow of the telephone system(s) set out in this Product Agreement and as further described in this Product Schedule. The term "**Maintained Hardware**" means the hardware or equipment to be maintained under this Product Agreement.
  - 2.1 **Minimum term and termination:** Arrow shall provide the Maintenance Services for the minimum period specified within the Product Agreement, from the Start Date as defined in the relevant Product Agreement (the "**Minimum Term**") and thereafter until the Product Agreement is terminated. The Product Agreement may be terminated by either party for convenience on at least 90 days' written notice to the other party, subject to paragraph 2.2 below.
  - 2.2 **Early Termination:** If the Customer wishes to terminate this Product Agreement prior to the end of the Minimum Term, Arrow reserves the right to invoice the Customer an early termination charge equating to the Charges for the Maintenance Services that would otherwise have been payable up to the end of the Minimum Term. Outside the Minimum Term, 90 days' written notice will need to be served to terminate the agreement.
  - 2.3 **Territory:** Maintenance Services shall only be supplied to premises located within the United Kingdom.
  - 2.4 **Current Supplier:** On signature of the Product Agreement (or, where applicable, acceptance by Arrow of the relevant Purchase Order), Arrow will facilitate the provision of the Maintenance Services, subject to a site survey at Arrow's discretion. Arrow is not liable for any termination fees payable by the Customer to their current supplier, regardless of whether this is in lieu of a notice period or for any other reason.
  - 2.5 **Information:** On request the Customer shall promptly provide Arrow with the information required to access the Maintenance Equipment, including relevant passwords or other login details. Until this information is provided Arrow shall not be responsible for failing to meet service levels outlined in this Product Schedule.
  - 2.6 **Access:** The Customer shall allow and facilitate for Arrow and its subcontractors such access to the Customer's premises as is appropriate and necessary for the provision of the Maintenance Services. Such access shall include the provision of remote access as required via dial-in or VPN to perform remote maintenance.
  - 2.7 **Equipment:** The Customer shall provide Arrow and its subcontractors, at no charge, with such space and electrical power as is reasonably required by Arrow.
  - 2.8 **Set-Up:** Times given for the commencement of Maintenance Services are estimates only. Where commencement of any other Product Agreement to which the Maintenance Services relate is delayed, then any relevant dates in this Product Agreement and any associated Product Agreement will be adjusted by the same amount where needed to keep the context of the original Product Agreements the same.
  - 2.9 **Billing and Payments:** (1) Maintenance is invoiced at least a month in advance of the forthcoming commencement date unless payment is being made by Direct Debit. (2) Where payments are not made by Direct Debit, such payments must be made prior to the commencement of the next period to ensure the continuation of the maintenance support.

All payments made by the Customer to Arrow will not qualify for a refund in any circumstances in the event that early termination by the Customer occurs during either the Minimum Term or outside the Minimum Term.
3. **Maintenance Services:** The Maintenance Services provided comprise:
  - a) inspection of Maintained Hardware if considered necessary by Arrow;
  - b) The repair or correction of any fault or defect in the Maintained Hardware provided that the fault has arisen due to normal operating use and/or fair wear and tear of such equipment. The repair will be carried out by making system adjustments or by the supply and installation of replacement parts where necessary in accordance with the defined maintenance schedule as outlined in the Product Agreement.

Response targets quoted are target times for an engineer to respond after a fault is reported by the Customer and are given in good faith only to indicate the speed of service that is typically given.

- 3.1 **Additional Work & Modifications:** All adjustments, repairs, replacements and work other than that provided for in this clause 3.0 will be charged at the rates of Arrow at the time the work is undertaken. Arrow will quote separately for any modifications, additions to, or overhauls requested by the Customer.
- 3.2 **Pricing:** Arrow reserves the right to increase maintenance charges annually. The increased amount will commence the subsequent day following the expiry of the Minimum Term.
- 3.3 **Replacement Parts:** Where a replacement part is fitted to the Maintained Hardware, the part removed shall become the property of Arrow.
- 3.4 **Exclusions:** Any requests for service which are caused by faulty cable or attachment of other equipment, are not covered by this agreement and any work undertaken or such materials used as a result of faulty cabling or attachment of other equipment will be charged to the Customer at Arrow's current hourly rate.

- 4. **Modifications:** The Customer is responsible for: -
  - (a) ensuring that only materials or supplies approved or supplied by Arrow are used in conjunction with the Maintained Hardware; and
  - (b) ensuring that Arrow is notified in writing wherever any Equipment has been moved to a new location. The maintenance charges may be increased if Arrow has no suitable engineering facilities within 50 miles of the new location.

Arrow will not accept responsibility for any System malfunction which is deemed to have resulted from maintenance, alteration or repair to the Maintained Hardware unless this was carried out by Arrow or persons authorised by Arrow. If this condition is not observed then Arrow may either terminate the Product Agreement without liability or restore the Maintained Hardware at the cost and expense of the Customer.

- 5. **Network Services:** In the event of Arrow providing Maintenance Services without accompanying Fixed Services then the Customer shall pay for all charges made by the provider of the network services arising from installation, testing, commissioning and/or use of the Maintained Hardware. In the event of a problem or failure in call-routing services, a call-out charge will be incurred for rectification.
- 6. **Indemnity:** The Customer shall indemnify Arrow against all Losses incurred by the Arrow Group in connection from claims by third parties arising from the Customer's use of the Equipment, network configuration or systems supplied by others, or any factors outside Arrow's reasonable control.

7. **Service Levels:**

Maintenance Care Level	Hours of Availability	Response Time (Critical Faults)	Response Time (Non- Critical Faults)
Standard	Mon-Fri 09:00 to 17:30	4 contracted hours	8 contracted hours
Extended	Mon-Sun 09:00 to 17:30	4 contracted hours	8 contracted hours
Constant	Mon-Sun 00:00 to 23:59	4 contracted hours	8 contracted hours

A critical fault is defined as one that has a severe effect on 50% or more of the telephone system/handsets. A non-critical fault is defined as other faults affecting less than 50% of the telephone system/handsets. Faults due to wear and tear will be corrected in accordance with the appropriate level of service.

Unless otherwise agreed in writing between Arrow and the Customer, Arrow shall have been deemed to have responded to a reported fault the earliest of:

The time Arrow's engineers log on by remote access to investigate problem.

The time of arrival by Arrow personnel at the installation site or

The time at which Arrow has given advice to the Customer as to the action to be taken by the Customer or a third party for the clearance of the fault or

In the case of a reported fault which does not materially affect the operation or use of the equipment, the time when Arrow have given telephone advice as it thinks reasonable for action to be taken by the Customer pending attendance by Arrow at the installation site.

Response times defined in conventional working hours.