
SPECIFIC TERMS AND CONDITIONS for Eclipse™ SERVICES – JULY 2020

1. Application

- 1.1 These Terms and Conditions shall apply to the provision of Eclipse™ Support Services by Atmoso to the Partner in additional to the General Terms And Conditions.
- 1.2 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Partner or otherwise), the former shall prevail unless expressly otherwise agreed by Atmoso in writing.

2. Definitions and Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
 - “**Supported Equipment**” means the list of kit or equipment which is support is provided against under the Agreement;
 - “**System Software**” means any software or firmware supplied by the manufacture of the Supported Equipment.
- 2.2 Any of definitions and interpretations contained within the Atmoso General Terms and Conditions shall have the same meaning in these Terms and Conditions.

3. General Terms

- 3.1 Where replacement parts are provided by Atmoso, the parts removed shall become the property of Atmoso.

4. Atmoso’s Obligations

- 4.1 Atmoso shall make any modifications or additions to the Supported Equipment necessary to provide compatibility with a later release of System Software subject a charge made based on the equipment supplied and the work completed. If reconfiguration of the System Software is necessary to alter the operational parameters of the system a charge shall be made based on the reconfiguration, implementation and associated work.
- 4.2 Where the cause of a problem with the Supported Equipment is proved to be a System Software fault, Atmoso will install a patch fix or implement an avoidance procedure during the hours of support provided providing manufacture Software Assurance and Support or equivalent is in place.
- 4.3 Atmoso may, at any time, substitute a later release of System Software which will incorporate corrections in lieu of patch fixes on earlier releases. Later releases providing unchanged features and facilities shall be provided free of charge.
- 4.4 Later releases of System Software may create operational differences due to changes in the features and facilities available and Atmoso shall use all reasonable endeavours to minimise such differences and to advise the customer of known differences prior to implementation. In no event shall Atmoso be held responsible for operational difficulties caused by the integration of later releases of System Software with third party supplied

equipment or software.

5. Partner's Obligations

- 5.1 It is the responsibility of the Partner to ensure that any manufacture Software Assurance is current, and they have the right to use updated System Software. In the absence of manufacture Software Assurance, faults that are addressed in more current versions of software will be deemed out of support.
- 5.2 The Partner will supply Atmoso upon request suitable access to download or obtain the latest System Software.
- 5.3 The Partner shall provide Atmoso upon request suitable access to any support provided by the manufacture, if the Supported Equipment does not have any such support there will be no manufacturer escalation facility.
- 5.4 If Atmoso feel that the software level of the maintained system is too old to be able to deliver the service levels purchased by the Partner, then Atmoso will advise the Partner and repair will be on a best endeavours basis. If a software upgrade would allow Atmoso to be able to properly maintain the system, the Partner would not unreasonably refuse to purchase the later release of software and associated engineering labour to help ensure that service levels can be met.
- 5.5 If Atmoso feel that any Support Equipment is out of manufacture support and is too old to be able to deliver the service levels purchased by the Partner, then Atmoso will advise the Partner on suitable replacement hardware. If replacement hardware would allow Atmoso to be able to properly maintain the system, the Partner would not unreasonably refuse to purchase the replacement hardware and associated engineering labour to help ensure that service levels can be met.
- 5.6 Indemnifying Atmoso against any claims arising against Atmoso due to the Partner or Customer permitting the system to be altered, adjusted or interfered with by other than Atmoso authorised engineers or due to Atmoso being unable to keep the system in good working order due to causes within the control of the Partner or Customer.
- 5.7 Obtaining and paying for all licences necessary for operation of the system.
- 5.8 The Partner should ensure the telephone equipment and any associated devices backed up by an uninterruptible power supply (UPS). If Atmoso responds to a fault which requires any of these units to be replaced and the units are not delivered power via a UPS, then Atmoso may assume that the equipment will have been damaged due to power spikes / electrical damage. In such an event Atmoso will advise the Partner of the failure and Atmoso's charge will be the manufacturers RRP of any equipment replaced.

6. Supported Equipment

- 6.1 The Partner shall inform Atmoso if any Supported Equipment or software licences are replaced, added or changed. Failure to notify Atmoso within 7 days shall entitle Atmoso to charge any Fee due under clause 5.10 since the Commencement date of the Agreement.
- 6.2 The Fee may be adjusted by Atmoso by 5% for one-time purchases or 10% for subscriptions per annum of any recommended retail price for any equipment or software licences added to the Supported Equipment. In the event Atmoso is not able to obtain a recommended retail price in British Pounds, then Atmoso may substitute an estimated price.

6.3 Any fault on equipment which is not documented as Supported Equipment at the time of a fault being raised shall entitle Atmoso to make a charge made based on the equipment supplied and the work completed to resolve the fault at Atmoso's standard price list.

7. **Limitation of Service**

7.1 Support shall only be provided during hours specified in the Agreement. The Partner agrees to pay and Atmoso may charge for any Support Time required or Support Services outside of support hours as set out in the Agreement. Engineering Days are charged in line with the latest Atmoso price list and will be agreed in writing by the Partner prior to the commencement of work.

7.2 Any requests for engineering or changes are not included unless otherwise specified in the Agreement or limited as specified in the Agreement.