
SPECIFIC TERMS AND CONDITIONS FOR REVOMITEL – JULY 2020

1. Application

- 1.1 These Terms and Conditions shall apply to the provision of RevoMitel 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 Any of definitions and interpretations contained within the Atmoso General Terms and Conditions shall have the same meaning in these Terms and Conditions.

3. Additional Terms

- 3.1 Atmoso shall with reasonable skill and care provide the customer access to a dedicated hosted Mitel phone system.
- 3.2 All licensing shall remain the property of Atmoso and nothing in this Agreement shall assign any licencing to the Partner or Customer before, during or after this Agreement.
- 3.3 The customer may be required to accept a Mitel End User Licence Agreement to access certain functionality of the supplied system.

4. On Site Equipment

- 4.1 Additional on-site equipment may be supported as part of this agreement, and:
 - 4.1.1 where replacement parts are provided by Atmoso, the parts removed shall become the property of Atmoso unless explicitly agreed;
 - 4.1.2 any modifications or additions to the system necessary to provide compatibility with a later release of system software shall be undertaken by Atmoso and a charge made based on the equipment supplied and the work completed;
 - 4.1.3 the Partner should ensure the 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;
 - 4.1.4 the Partner shall be responsible for insuring all equipment against loss, theft or damage;
 - 4.1.5 any equipment damaged by negligence, stolen or lost shall entitle Atmoso to raise a charge will be the manufacturers RRP of any equipment replaced; and

- 4.1.6 must not be relocated or moved without the express permission of Atmoso, which shall not be unreasonably withheld.
- 4.2 Any on site Equipment located outside of the mainland Britain or the Isle Of Wight shall be excluded from any Service Level Agreement.
- 4.3 All on Site Equipment shall remain the property of Atmoso and must be returned at the cost of the Partner before the Termination Date.
- 5. **Licence Trade In**
 - 5.1 Atmoso may from time to time offer promotional discounts to trade in existing Mitel Licences, if such a promotion is taken:
 - 5.1.1 the Partner shall ensure before delivery, all Mitel Application Record Identifiers are updated to Atmoso;
 - 5.1.2 the Partner shall provide a valid invoice, or shall procure such invoice is produced by the existing equipment owner in the amount of £1 to Atmoso for all existing licences;
 - 5.1.3 the Partner shall ensure that all equipment being transferred is under Mitel Software Assurance and Support (SWAS).
- 6. **System Changes**
 - 6.1 Atmoso shall retain sole access to the programming of the system and shall be use Support Time to make any requested changes to users or functionality of the system.
- 7. **Software Upgrades**
 - 7.1 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 shall be entitled to upgrade the said software to help ensure that service levels can be met.
 - 7.2 If the Partner or Customer requires the software level of the maintained system to be updated, then Support Time shall be raised for the upgrade unless otherwise agreed in writing in advance. Atmoso shall be entitled to bill for any such Support Time in accordance with the General Terms and Conditions.