

Supplementary regulations relating to the maintenance agreement

Version

AudioText Telecom AG (ATT AG) - Version 01/2016

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1 Order of Priority

Documents relating to maintenance are subject to the following order of priority:

- Maintenance contract for ATT systems
- Supplementary regulations relating to the maintenance agreement

2 Object of the Contract

ATT AG is to maintain the hardware and software listed in a separate purchase or maintenance agreement at the installation location in accordance with the following conditions.

3 Installation

3.1 Whenever required the customer is responsible at their own cost for the installation facilities prescribed in the installation norms, especially for those of the provider.

3.2 ATT AG disclaims all damage arising from the non-compliance with installation regulations.

4 Extent of Maintenance

4.1 ATT AG undertakes to maintain the hardware and software listed in the contract in an operational condition. The services required encompass:

- failure correction via remote servicing within the standby service period at no charge
- correction of failures at the installation on-site when required. Remuneration for the services follow in accordance with the conditions in the maintenance agreement.
- Installation of technical upgrades and software updates provided these are in the estimation of ATT AG required for the functionality of the devices or facilitates their maintenance.

4.2 Services not included in the maintenance agreement are:

- Correction of damage and failure arising from the actions of persons not authorized by ATT AG especially with regard to modifications, attempts to repair and cleaning.
- Correction of damage and failure arising from the improper operation of the system, disregard of installation norms or external influences such as power failure and natural hazards.
- Correction of damage and failure arising from systems not included in the maintenance contract (especially configuration and parameter errors during modification at the switchboard), devices, accessories or supplies not recommended by ATT AG.
- Delivery, installation and removal of accessories, options and additional facilities.
- Delivery of supplies

4.3 The customer bears the risk of collateral damage exclusively.

4.4 ATT AG is entitled at any time to delegate the provision of maintenance services in the contract either wholly or partially to qualified third party companies or persons.

4.5 Replacement and repair material is charged at list prices.

5 Standby Service Period

Should failures arise then the customer may request the support of ATT AG who is to then comply as quickly as possible. There is no charge for support enquires during the standby period, however support enquires outside the standby period are charged to the customer.

6 Reaction Time

ATT AG undertakes to start work on correcting the failure within the agreed reaction time. The reaction time only applies the standby service period and begins with the receipt of an eligible failure report.

7 Obligations of the Customer

7.1 The customer undertakes to provide system access to ATT AG for maintenance purposes.

7.2 The customer is responsible for keeping an up to date backup allowing all customer related data to be restored by means of the backup in case of a breakdown.

7.3 Should ATT AG not begin with the maintenance at the customer on-site for reasons caused by the customer then ATT AG is entitled to charge any related additional charges to the customer.

7.4 A competently skilled employee of the customer is to be available at the system on-site during the presence of the service personnel of ATT AG for safety-related reasons.

7.5 Non-compliance of the regulations when using our solutions wholly excludes our liability.

8 Maintenance Charges

8.1 The maintenance charge excl. VAT is an annual, advance payment payable within 30 days from date of invoice net of any deductions.

8.2 ATT AG is entitled to adjust the maintenance charge at any time. In this case the customer is free to terminate the maintenance contract at the time the price adjustment comes into effect. Price adjustments as a result of changes to or increases in public charges does not however entitle the customer to terminate the contract.

9 Liability

9.1 ATT AG is expressly excluded from any liability for either direct or indirect damage as a consequence of the loss of data.

9.2 ATT AG is expressly excluded from any liability for either direct or indirect damage including the loss of income or profit arising from the use of the system or as a consequence of the lack of maintenance caused by force majeure, social conflicts or other reasons beyond the control of ATT AG.

9.3 Should ATT AG be however made liable as a consequence of gross negligence or gross failure of compliance or breach of the contractual provisions then it is expressly agreed that the liability of ATT AG is restricted to a maximum of 25% of the agreed annual maintenance charge.

10 Validity, Period, Termination

10.1 This maintenance contract begins on the date agreed in the contract, at the earliest on completed installation of the system, however at the latest 3 months from successful delivery. Maintenance shall be billed in each case at the end of a year and shall be invoiced for a full year. Therefore, a maintenance period begins with effect from 1st January of any year and ends on 31st December.

10.2 The minimum term shall be 12 months. Unless early notice to terminate is given, the contract shall be automatically extended. The extension period shall always be 12 months.

10.3 Both parties (ATT/Customer) may terminate the contract at the end of the maintenance period by giving 3 months' notice. In a maintenance period this notice must be given at the latest on 30th September.

10.4 An extension of the contract comes into force only on payment in full of the maintenance fee. If payment is delayed (situation not covered by contract), all the services performed up to this point in time shall be invoiced at the current hourly rates.

10.5 Should the customer not pay the maintenance charge when due then ATT AG may terminate this contract immediately without being committed to a notice period. The customer remains liable for payment of the maintenance charge calculated to the time the contractual termination would have been possible should ATT AG have terminated the contract.

11 Non-transferable

The customer is not entitled to transfer the claims and liabilities arising from the the maintenance contract to third parties without the prior written approval of ATT AG.

12 Sites

Should the customer remove the system to another site than the site agreed in the contract then ATT AG is no longer liable for the provision of maintenance.

13 Jurisdiction / Applicable Law

Jurisdiction for both parties is Zurich. The customer waives their place of jurisdiction.

14 Definition SW Update / Upgrade

Definition 'Update': Software updates are smaller releases for the correction of malfunctions.

Definition 'Upgrade': the aim of software upgrades is primarily an expanded functionality or supplementary function