



Preferred Phone System Support Agreement: TERMS AND CONDITIONS

Customer has 30 days from the installation date to place connectivity related requests.

- **Exclusions:** Exclusions are billable at the prevailing hourly rate.
 - Onsite troubleshooting is not included in the support plans.
 - Troubleshooting all non-managed devices, modems, routers, switches, cables, 3rd party managed devices, such as paging devices, analog SIP devices, SIP speakers, SIP devices, cameras, doorbells or any device that was not installed by Preferred Office Technologies.
 - Major PBX configuration, including changes to inbound routes that point to multiple endpoints/users.
 - Moving PBX or hardware attached to the system
- **Third Party Network Support:** If the customer utilizes third party network services, the customer is financially responsible to the third party for services provided.
- **Software Licensing/Upgrades:** All software installed at the customer's location is governed by its original licensing agreement and shall be the customer's responsibility to maintain. Software upgrades can be done by PREFERRED OFFICE TECHNOLOGIES at the prevailing rate.
- **Network/Hardware/Software Modifications:** If the customer changes the operating environment, including but not limited to changing operating systems, network software, hardware and software upgrades, software application changes, username and/or password changes, etc., to such a degree that further network support, installations or modifications are required, such support, installations, or modifications shall be billable at the prevailing rate.
- **Phone Subscription Service and High Speed Internet Connection Are Required:** Customer understands, acknowledges and agrees that Customer must have a high-quality, high-speed internet connection to use the services; and PREFERRED OFFICE TECHNOLOGIES is not providing an internet connection for Customer. PREFERRED OFFICE TECHNOLOGIES does not control and is not responsible for Customer's internet connection; the quality of Customer's internet connection; any third party products and/or services related to Customer's internet connection; or problems with the services that are caused by or related to Customer's internet connection.
- **Loss of Data:** PREFERRED OFFICE TECHNOLOGIES is not responsible for any loss of data. The customer is responsible for backing up all data.
- **Network Access Agreement:** The customer wishes to grant PREFERRED OFFICE TECHNOLOGIES access to its network/computers, remote or onsite, to provide support services. This includes software installed on the customer's network devices. The customer may restrict access to the network to protect valuable and proprietary information.
- **Confidentiality Agreement:** PREFERRED OFFICE TECHNOLOGIES shall, at all times, hold in trust and confidence all confidential or proprietary information of customer which is obtained by PREFERRED OFFICE TECHNOLOGIES upon entering the network.
- This agreement does not include: mechanical and electrical parts, machine malfunction caused by fire, act of God, vandalism or Customer misuse or neglect. Customer agrees to exert reasonable care in the operation of the equipment. In addition, the Customer is responsible for implementing appropriate safeguards to preserve equipment in storage.
- **Equipment relocation:** Should the Customer decide to move the equipment, the Customer will be responsible for all costs incurred.
- **Business Hours:** All scheduled calls and intervening calls will be performed during the Company's normal working hours. Emergency calls Requested for those hours other than the Company's normal working hours will be charged to the Customer at the Company's then current rate for after hours-emergency service. The rate shown on the reverse side is for performing maintenance only at the location listed. Should the Customer relocate the equipment into a different zone, the rate would be increased for the balance of the term.
- **Written Estimates:** Major disassembly, overhauling or rebuilding is not provided under the terms of this agreement. No such work will be performed until a written estimate of charges, including parts, transportation, and labor has been submitted and approved in writing by the Customer.
- **End of term:** At the end of the term of this Agreement (or any renewal term) this Agreement will automatically renew for successive like periods upon invoicing by the company at the rate in effect at the time of the renewal unless customer or Preferred Office Technologies provide written notice, at least 30 days prior to the end date of intent of termination of contract. This contract will increase 5% per year. Cancellation of contract before Agreement end date will result in an early termination fee equal to 5% of remaining balance plus any remaining balance owed per Agreement.
- **Net 30 Day Terms:** The Company shall not be obligated to provide services as called for in this agreement unless the Customer is current with all payments due the Company under the terms of this agreement or any agreement relating to the acquisition of the specified equipment.
- This agreement is subject to the approval of the Preferred Office Technologies.
- Any taxes due or imposed by a taxing jurisdiction, now or hereafter shall be the responsibility of the Customer.