

VOICENET REMOTE MAINTENANCE AGREEMENT

Providing -

- Scheduled preventative maintenance at defined intervals during normal business hours.
- On line administration and training support.
- Normal service hours 9:00am – 5:00pm Monday to Friday AEST.
- All service is subject to availability.
- Response time 2 hours during normal service hours.
- Prices/Equipment as below:

Per Annum Fee

\$825.00 including GST

Equipment Required

Direct Indial Modem 56K / server

REMOTE MAINTENANCE AGREEMENT

AGREEMENT Made this.....day of.....

two thousand and ten.

BETWEEN VOICENET ASIAPACIFIC PTY LTD ("the company")

Suite 45, 90 Mona Vale Rd, Mona Vale, NSW, 2103, Australia

Telephone: 02 9997 7233 Fax: 02 9997 7244 Email: support@voicenet.net.au

ABN: 16 079 881 271

AND ("the customer")

.....

Telephone: Fax: Email:

ABN:

1. SCHEDULE

This clause contains the following matters determined by negotiation and is to be read in conjunction with the appropriate clauses hereafter.

(a) Equipment Covered By This Agreement (Clause 1)

TYPE OF SYSTEM

LOCATION OF SYSTEM

**VoiceNet NTerprise®
4-port voicemail**

PABX Comms Room

(b) Date of commencement of agreement (Clause 3).....

(c) Duration of agreement (Clause 3) 12 months

(d) Renewal Period(s) (Clause 3)

(e) Price Details (Clause 3) Contract Price \$ 825.00 per annum

(f) Special Conditions TAC support number 02 9997 7109

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(g) Terms of Payment (Clause 6):

The annual contract price after any adjustment authorised by this agreement will be invoiced ANNUALLY in advance.

All invoices are due and payable within thirty (30) days of invoice date.

(h) This maintenance agreement includes the following:

- * Service check and test of the VoiceNet system every quarter during business hours.
- * Replacement or repair of components on or off site at the discretion of the company pursuant to this agreement.
- * 24/7 Automated Help Desk and Service Request Facility on 02 9997 7109.

(i) Additional Works (Clause 5)

Any additional works not covered by this agreement will be carried out at the ruling rate currently \$594.00 per callout (first hour) and \$198.00 per hour thereafter, plus materials invoiced monthly and payable within thirty (30) days.

CLIENT'S CONTACT OR AGENT

VOICENET CONTACT

Office Hours

Office Hours

Contact

Contact

Phone

Phone 02 9997 7233

ACCEPTANCE

The Client

The Company

For and on behalf of

For and on behalf of

.....

VOICENET ASIAPACIFIC PTY LTD

ABN:

ABN: 16 079 881 271

Signature.....

Signature.....

Name of Signatory.....

Name of Signatory

Dated.....day of..... 2010

Dated.....day of.....2010

(* denotes DELETE WHICHEVER NOT APPLICABLE)

Deleted items must be initialled by *both* parties.

CONDITIONS OF MAINTENANCE AGREEMENT

1. VOICENET *asiapacific* Pty Ltd (hereinafter referred to as "the company"), at its discretion, agrees to inspect the equipment listed in the SCHEDULE on the front hereof and maintain the same in good working order and condition subject to the terms and conditions hereinafter appearing.
2. The cost of the inspection of the equipment and the initial charge to bring the equipment up to a standard acceptable by the company prior to this agreement shall be at the cost of the customer and is specifically excluded from the terms of payment and the consideration pursuant to this agreement. The customer shall provide, bear all costs associated with, and maintain at all times, a suitable DID telephone line for the connection of the remote access modem, pursuant to this agreement.
3. Maintenance service will be provided from the commencement date of this agreement for the period stated in item 'C' subject to termination by either party on 30 days written notice. There shall be no pro rata rebate of the payment of any maintenance charges pursuant to this contract to the customer in event of termination by the customer for any reason whatsoever.
4. Maintenance will be carried out during the company's normal business hours or at such other times as may be agreed between the company and the customer subject to the payment of such further or other charges in the respect of maintenance outside business hours as the company may from time to time make. The customer shall provide to the company full and free access to the equipment to perform maintenance as required.
5. The company agrees to make all adjustments repairs and parts replacement which in the opinion of the company are necessary for the proper operation of the equipment. In the event that the customer at any time uses the equipment otherwise than on the basis of normal operational requirement and not for the use specified by the manufacturer the company may at its option forthwith make further charges arising out of any excess specifications for use and such further charges shall be payable by the customer on demand. All replaced parts will become the property of the company on an exchange basis.
6. Property in any goods installed or replaced by the company shall not pass to the customer until the customer has paid to the company the amount specified as required by the company and has paid all maintenance charges pursuant to this agreement to date. The customer acknowledges that it is the intention of the company and of the customer that any goods installed or replaced by the company shall not become fixtures of the customers until such time as payment in full has been made by the customer. If payment in full is not made within the stipulated time the company is hereby granted by the customer an irrevocable license to enter on to the premises on which the goods may have been replaced or installed for the purposes of repossessing and removing the same (in which the property remains in the company pursuant to this clause) AND the company shall not be liable for any loss or damage whatsoever incurred as the result of such repossession servants or agents. The right of the company to lawfully remove from the said premises the goods pursuant to this clause shall operate as an encumbrance on the goods until payment has been made in full by the customer and property has thereby passed to the customer pursuant to this clause.

7. The customer will be solely responsible for ensuring the proper use management and supervision of the equipment maintained by the company and will use the correct procedures necessary for the intended use of the equipment and the customer expressly agrees that the company will not be liable for any damages suffered or incurred by the customer's failure to fulfill these responsibilities.
8. This maintenance agreement will not apply to repair or damage or increase in service time caused by accident, re-location, neglect, misuse, sabotage, malicious intent, virus infection or modification (whenever any of the foregoing are caused or performed by other than authorised representatives of the company) and failure to provide a suitable installation and operating environment (temperature 10° to 30° C, humidity 20% to 70% noncondensing) or failure to provide adequate electrical power or the use of supplies or materials not meeting the company's specification.
9. The company will not be liable for any damages caused by delay in rendering maintenance services pursuant to this agreement nor shall the company be liable for any direct or indirect, incidental or consequential loss or for any loss of profit or similar claim howsoever arising.
10. This agreement will terminate forthwith if the customer sells the property including the equipment as a fixture or makes changes in the equipment or conditions of use without the prior written consent of the company.
11. This agreement wholly supersedes and is not in addition to any agreement for the provisions of maintenance services (whether oral or written) now or at any time previously in force between the company and the customer.
12. The company makes no warranty and gives no guarantee in respect of the replacement and service provided pursuant to this agreement and the period for which the company shall provide maintenance pursuant to this agreement will be until this agreement is terminated either by effluxion of time or if terminated as specified herein or if payment has not been made by the customer pursuant to the customer's obligation under this agreement. Upon the expiry or termination of this agreement for any cause whatsoever the company shall be under no responsibility to maintain the customer's equipment nor shall the company have any liability in respect of services previously rendered under this agreement or goods and parts provided and replaced to or on behalf of the customer pursuant to this agreement prior to the determination of this agreement either by effluxion of time or by the lapse of this agreement or for any cause whatsoever.