

EQUIPMENT MAINTENANCE AGREEMENT – TERMS & CONDITIONS

DIGICOM LTD hereinafter shall be referred to as DIGICOM agrees to furnish maintenance service to the equipment listed in the Maintenance Agreement Schedule(s) of the Agreement, at the designated site of the CUSTOMER in accordance with the following terms. This contract shall be considered as void and non-valid, if at the date it was signed by DIGICOM LTD there was any malfunction or problem with the unit/units for which DIGICOM had not been advised by the customer.

ARTICLE 1 - TERM

The term of this Agreement shall be 12 months from the starting date mentioned overleaf, after which all obligations under the contract shall cease, unless the contract is cancelled earlier by thirty (30) days prior written notice, or subject to articles 7. – Payment or 11. - TERMINATION.

ARTICLE 2 - BASIC MAINTENANCE PERIOD

BASIC MAINTENANCE PERIOD refers to normal DIGICOM working days business hours, 8:00am-1:00pm, 2:30pm-5:30pm, Monday – Friday. For emergency calls received before 10:00am, DIGICOM's technicians will respond within 3 hours. For calls after 3:00pm, DIGICOM's technicians will respond the following morning. DIGICOM will also respond to emergency service calls on a 24/7 basis with an additional overtime service charge per manhour, as per our standard terms and conditions. Please contact us for the rates.

ARTICLE 3 - PREVENTIVE MAINTENANCE

During the BASIC MAINTENANCE PERIOD, DIGICOM will render preventive maintenance once a year and install DIGICOM engineering changes on the equipment as may be required in DIGICOM's sole opinion.

ARTICLE 4 - EMERGENCY CALL SERVICE

EMERGENCY CALL SERVICE will be furnished during the BASIC MAINTENANCE PERIOD at no additional cost. Outside normal days and hours there will be an additional charge as per article 6.

ARTICLE 5 - REPLACEMENT PARTS

Parts which have failed will be charged by DIGICOM at its prevailing rates.

ARTICLE 6 - RATES AND CHARGES

The Maintenance Agreement Schedule(s) shall list the maintenance rates current at the time of its preparation. The V.A.T. rate applicable on the date of settlement shall apply. The applicable maintenance rate and the applicable rates or charges for all other services and goods shall be DIGICOM's standard rates or charges in effect at time of invoice.

ARTICLE 7 - PAYMENT

The maintenance agreement comes into effect on the "starting date" mentioned overleaf and is payable in advance of the starting date, as mentioned in the maintenance agreement schedule and not later than 15 days from the acceptance of the agreement. DIGICOM reserves the right to discontinue or suspend this agreement if the Customer is in default of payment of any amount due to DIGICOM. In case payment for this agreement is delayed for more than 3 months from the mentioned starting date, DIGICOM reserves the right to withdraw its offer of a maintenance agreement without any further obligation. A new maintenance agreement will be offered only following a thorough inspection of the unit by DIGICOM's engineers. The Customer will be invoiced for labour and possible repair charges according to the prevailing rates. A new agreement will be issued upon settlement of this invoice.

ARTICLE 8 - CUSTOMER'S MAIN OBLIGATIONS

The CUSTOMER shall (i) provide adequate working space within a reasonable distance of the equipment for DIGICOM Customer service engineers, (ii) not abuse or misuse the equipment. (iii) provide DIGICOM Customer service engineers full access to the equipment at the date and time actually agreed upon. A delay on behalf of the Customer of more than 30 minutes may result in the cancellation of the service visit without further obligation on the part of DIGICOM, (iv) ensure that Customer

personnel are properly trained and operate the equipment to proper standards, (v) provide DIGICOM with an electrical diagram of the installation as well as a written detailed list of all the equipment connected and protected by the UPS and (vi) communicate with DIGICOM's engineers prior to any load additions to the UPS or its removal from the originally installed location.

ARTICLE 9 - GENERAL PROVISIONS

This Agreement does not cover maintenance service required to repair damage to the equipment arising out of (i) accident, negligence or abuse by CUSTOMER, (ii) acts or interference of non authorized third persons, (iii) cause external to the equipment, (iv) non authorized connections to the equipment or any other interference to the equipment covered under this agreement, (v) fires, floods, wind-storms, acts of God, the State or the public enemy, (vi) any damage or loss to the equipment which preexisted the date the maintenance agreement was signed, or (vii) any events beyond the exclusive control of DIGICOM. DIGICOM reserves the right to immediately terminate the contract, without any further obligation to the other party, if one or more of the clauses under ARTICLE 9 are established.

ARTICLE 10 - LIABILITY

DIGICOM shall not be liable for any event or loss of profits or damage, direct or indirect special consequential or other similar damages arising out of any breach of this Agreement or obligation under this Agreement. DIGICOM shall not be liable for any damages caused by delay by others, in furnishing maintenance service under this Agreement. This Agreement is between the parties and supersedes all prior communications, proposals or agreements relating to maintenance service of the equipment.

ARTICLE 11 - TERMINATION

If conditions should arise which make it impossible or impractical, for DIGICOM to continue this Agreement, DIGICOM retains the right to discontinue or suspend this Agreement in writing, giving 30 days notice. In such a case DIGICOM shall refund a proportionate part of the payment received from the CUSTOMER based on the unexpired time. If termination is requested by the CUSTOMER a proportion of the paid amount will be refunded up to a maximum of 50% of the total sum paid.

ARTICLE 12 - GENERAL

This Agreement may not be amended or assigned except in writing signed by both parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior communication, proposals or agreements relating to maintenance service of the equipment. Payment of the charges quoted for this agreement constitutes acceptance of all terms mentioned in Articles 1 to 12 herewith. This Maintenance Agreement shall be governed by and construed in accordance with the laws of the Republic of Cyprus, without giving effect to principles of conflicts of law. Both parties agree to the exclusive jurisdiction of the Courts of Nicosia of the Republic of Cyprus, with respect to any legal proceeding arising in connection with the Maintenance Agreement. If some isolated terms and conditions of this Agreement are considered as partially or entirely inapplicable or invalid, this shall not affect the validity of the remaining terms and conditions. The inapplicable or invalid terms and conditions shall be replaced with suitable valid terms which will convey the meaning and the purpose of the replaced terms and conditions. The same applies to issues that are not mentioned specifically in the terms and conditions of this agreement.