TSA–Avaya Telephone Equipment Service and Software Support Agreement

1. CIP Office Technology hereof (CIP) agrees to perform service, support and Avaya software support, with respect to the identified equipment (the "Equipment") in accordance with the following terms and conditions. This agreement represents the entire agreement between the parties. Sales and service representatives are not authorized to make any modifications to this Agreement.
2. Any modifications to this Agreement require prior written approval from an officer of CIP.
3. Service agreement automatically renews for one year on anniversary date of installation.
4. Customer shall have the right to cancel this Agreement upon 30 days written notice. Balance of payments to anniversary date of installation will be due in full.
5. In addition to any other rights of CIP hereunder, CIP has the right to cancel this Agreement upon 30 days written notice to Customer for any reason whatsoever. CIP may terminate this Agreement at any time without notice in the event the listed equipment is modified, damaged, or altered without the prior written approval of CIP.
6. If the Customer shall default in the performance of any obligation hereunder, and such default remains uncured after 30 days' notice thereto, CIP may cancel this Agreement.
7. CIP expressly disclaims any duty as an insurer of the Equipment herein and Customer shall pay for all costs of repair and parts limited to, loss or damage through accident, abuse, misuse, theft. Fire, water, casualty, natural force or any other negligent act of Customer or Customer's agents and/or service conducted by personnel other than those of CIP.
8. No assignment by Customer of any rights hereunder shall be valid as against CIP unless consented to in writing by CIP.
9. Customer specifically agrees that no representations or warranties other than those set forth specifically in writing have been made or have been implied in the making of this Agreement.
10. CIP will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and Equipment line cord, nor is any external electrical work covered under this Agreement.
11. At prevailing service rates as per accepted proposal.
12. Service rates are subject to annual increase at anniversary date of installation.
13. The customer shall pay all the taxes – sales, goods and services and otherwise, government fees and other similar charges relating to this Agreement or its use of the Equipment and purchase of all consumables, service and other materials furnished hereunder.
14. In no event will CIP be liable for lost profits or other consequential damages even if CIP has been advised of the possibility of such damage or for any claim against the customer by any other party.
15. The customer must notify CIP prior to moving or relocating the listed equipment to another location. The customer will be responsible for all expenses resulting from the movement/relocation.
16. Time is of the essence of this Agreement and each and all its provisions.
17. This Agreement shall be interpreted and enforced in accordance with the laws of the province where the Equipment is located - in accordance with the terms hereof.
18. The parties hereto acknowledge that they have required this Agreement to be drawn up in the English language. Les parties reconnaissent avoir demandé que le présent contrat soit rédigé en langue anglais.

19. CIP shall:

    A. Perform periodic updates and patches to Avaya software and Train customer personnel in the use of the Equipment at reasonable times.
    B. Perform maintenance, extension changes, software updates, inspections, adjustments, and repairs, replace defective parts within the warranty period without additional charge to the Customer providing such calls are made during normal business hours. Normal business hours are herein defined to mean 8:00 am to 5:00 pm, Monday through Friday, excluding holidays.
    C. At times other than the anniversary date, we have the right to increase the charges here with 30-day notification to the customer.
    D. Discontinue service in the event the Customer becomes delinquent in payment.

20. Customer shall:

    A. Promptly notify CIP of any problem or malfunction with the Equipment and cease usage until correction of same.
    B. Allow CIP access to clean, inspect or repair the Equipment at any time during reasonable business hours.
    C. Provide suitable electrical service and maintain proper environmental requirements.
    D. Pay all invoices within 30 days of receipt. All past due notes subject to 2% of unpaid balance not to exceed 24% per annum.

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