

CLARKTEL GENERAL TERMS OF SERVICE

This document outlines the general Terms of Service between Clarktel Telecommunications, Inc. and its Customers to provide Service and Support. Whereas it is the desire of the Customer to receive business technology service and support from Clarktel Telecommunications, Inc., herein, now, therefore, both parties agree as follows:

1. SERVICE TERMS AND CONDITIONS

- a. **ROUTINE SERVICE APPOINTMENT WINDOWS:** Similar to cable companies, we are unable to provide precise service appointment times due to variability in the time, effort and travel that may be required to complete earlier service appointments. Our service windows are divided into two periods: Morning Service Windows from 8:00 AM to 12:00 PM and Afternoon Service Windows from 12:00 PM to 4:00 PM.
- b. **SCHEDULING AND EMERGENCIES:** Our dedicated team strives to promptly attend to your service requests as soon as a schedule opening becomes available. However, it's essential to appreciate that clients with PAID SERVICE AGREEMENTS are given scheduling priority over TIME-AND-MATERIALS clients. While we do our utmost to minimize the inconvenience of last-minute adjustments, unforeseen circumstances may necessitate them. Please be aware that EMERGENCY SERVICE REQUESTS may result in the last-minute cancellation and rescheduling of any routine service appointment.
- c. **TARGET RESPONSE TIMES:** These are our target response times based on type of request and service agreement arrangements in place:

Target Response Times	Time & Materials	Basic Service Agreement	Premium Service Agreement
Emergency Service	Best Effort	2 Hours	2 Hours
Routine Service	Best Effort	3 Business Days	Next Business Day
Move / Add / Changes	Best Effort	7-10 Business Days	3-5 Business Days

- d. **CANCELLATION AND RESCHEDULING:** If you need to modify your scheduled appointment, kindly reach out to our Service Team either by phone at 330-572-4853 or via email at SERVICE@CLARKTEL.NET. When contacting us, please include your Ticket number for reference. Please note that change requests must be processed using the phone number or email address provided in this section. Finally, cancellations made within 24 hours of your scheduled service window may result in a \$75.00 cancellation fee if we're unable to reassign our technician to other service appointments.

2. WHAT YOU'LL PROVIDE ON THE DAY OF SERVICE

- a. **Named Point of Contact:** You'll provide Clarktel with a named point of contact who can provide needed Access and Information
- b. **Access:** You'll provide access to your premises and the necessary equipment and facilities.
- c. **Information:** You'll provide accurate and complete information about your equipment, systems, problem and needs to enable Clarktel to deliver the appropriate Services.

3. **WHAT WE'LL PROVIDE ON THE DAY OF SERVICE** Although we do attempt to complete service appointment remotely, when possible, to reduce client invoice costs, an on-site visit may be required. When on-site, a Clarktel Service Technician will:
 - a. Call you on the day of your service window appointment before arriving on-site;
 - b. Present a photo ID identifying them as a Clarktel team member;
 - c. Work to minimize any disruption to your business or impact on your customers;
 - d. Clean-up the service area as well as clean and sanitize their hands before and after completing a service call.
 - e. Adopt any additional requirements and policies your company has for our on-site visit; just make them known to the service technician upon arrival.
 - f. Problem solve with you to help you get the most from your business technology. We invite you to ask our technicians to help problem-solve anything from telephones to security cameras to access control to new voice and data service needs; just tell them about your specific need.
4. **LABOR WARRANTY, END-OF-LIFE SYSTEMS AND WAIVER OF LIABILITY** All of our service labor comes with a one-year warranty, unless noted. Legacy phone, security and access control systems and their accessories listed by the manufacturer or Clarktel as End-of-Life may still be eligible for “partial or limited support, maintenance and service” by Clarktel by completing an “Acknowledgement of Risk and Waiver of Liability” form. The same conditional service is available to your company when declining to adopt any of Clarktel’s CRITICAL “recommended support, maintenance or service actions. When requested by our Service Team, completing and submitting the “Acknowledgement of Risk and Waiver of Liability” form authorizes Clarktel to make best efforts of continued support on your system with your acknowledgement and acceptance of any associated risks and potentially with partial or no warranty from Clarktel.
5. **POST-SERVICE FEEDBACK** It’s important to us that we’ve made you happy; and that’s why we solicit your feedback with a post-service survey. The three minutes you’ll spend grading us validates when we get things right, and allows us to follow-up with you to make things right if you’re unhappy. The insight we gain from these surveys is invaluable and is shared throughout our broader organization – even with our CEO. After service, please consider telling us how we did by using this [SURVEY LINK](#).

OPTIONAL TERMS AND CONDITIONS THAT MAY APPLY IF OPTION IS ELECTED BY CUSTOMER

1. **NEC SOFTWARE ASSURANCE (SWA)** It’s Clarktel’s responsibility to manage the lifecycle of your premise-based NEC phone system’s operations software with release assessments, deployment planning, and installing and testing of deployed software releases; either intentionally or part or annual Preventative Maintenance. Your purchase of a Software Assurance Subscription from NEC provides Clarktel with access to new software releases designed for your phone system and NEC’s national support resources for issue escalation. With Software Assurance, Clarktel, as your authorized representative, will work with you to access future software versions and patches, schedule upgrades, either intentionally or part or annual Preventative Maintenance.