

## TECHNICAL SUPPORT TERMS & CONDITIONS

### 1. DEFINITIONS

- 1.1. The 'Company' shall mean MAXCOM TECHNOLOGIES (LLC) and be deemed to include any other title, subsidiary or associate company, which from time to time may be used.
- 1.2. The 'Customer' is the recipient of a System, service from the Company.
- 1.3. The "Parties" are both the Company and the Customer.
- 1.4. The 'System' means the Equipment, products supplied by the Company.
- 1.5. 'Maintenance' refers to the periodical visits carried out by the Company.
- 1.6. "Technical Support" is a value added service to solve technical issues valid only for System not only supplied but also installed by the Company.
- 1.7. 'Phone Support' are all phone calls to assist Customer to solve technical issues (applied for product supplied and installed by the Company)
- 1.8. 'Online Support' are all remote online sessions on Microsoft Windows PC, via Skype and/or Team Viewer or other similar remote support software to assist the Customer in solving technical issues (applied for the System supplied and installed by the Company within 1 year from the date of purchase from the Company or installation by the Company)
- 1.9. 'Service Visits" are all visits other than Maintenance visits applied only for the systems installed by the Company and specified in the Customer's invoice
- 1.10. The "Site" is the Customer's premises where the Company installed the system.
- 1.11. 'Installation Date' is the date when the Company, notwithstanding that work remaining to be carried out by third party [Contractor] or telecom [Etisalat or DU] or the Customers, completes the installation of the System. The Company's certificates (Job order) as to the installation date shall be conclusive thereof.
- 1.12. "Delivery Date" is the date when the goods were handed over to the Customer or a courier confirmed by the Delivery order signed by Customer or Air Way Bill (AWB)
- 1.13. The 'Technical Support Period' means the period from the commencement date until the termination of the Agreement in accordance with the Conditions, which is by default, is 1 year from the invoice date.

### 2. SERVICES.

- 2.1. The Company agrees to provide Technical Support during office hours to attend any fault re-set or emergency that may require The Company's technical support.
- 2.2. Maintenance visits are not considered as a part of the Technical Support unless Annual Maintenance Contract is signed between both Parties.
- 2.3. The Customer must follow the Company procedure on technical issues qualification over the phone or email. Most of the issues with the System, can be solved thru the phone and online support. Service Visit will be conducted once the Company's team confirms that the Phone and Online Support are not solving the issue and the Company's technical team Site attendance is required.
- 2.4. The Customer agrees to pay for any or all components that has been supplied to the Customer during the period of this Contract, the Company will get pre-approval on the involved cost from the customer prior to supply or replacement of any defective items.
- 2.5. The Company reserve the right to charge for all repairs or work directly arising from misuse, breaking product seals, interference, fire, storm, flood, riot, civil commotion, accident, malicious damage, structural alterations, dampness, water leak, corrosive paints, distempers, acids, burglary or attempted burglary or other unforeseen circumstances.
- 2.6. The Company reserve the right to charge the Customer for any visit requested unnecessarily or in addition to the Company's normal attendances.
- 2.7. The Customer shall notify the Company by **Email (support@maxcom.ae)** of any defect appearing in the system and permit the Company to take such steps as it thinks necessary to remedy such defects. The Company will require 1 to 2 working days to confirm The Customer's eligibility for Technical Support..
- 2.8. On and after the attendance of the Company's employees, agent, representative or contractor following or resulting from the notification of any fault or defect in the system, the Customer shall not rely on the system being operational until receipt of a written report or report sent by email from the

roboza

Y-CAM

MAXCOM

brinno  
brilliant innovation

RoboCam

JABLONTRON

Synology

covado



Company's technical team confirming that the fault or defect in question has been remedied.

### 3. **USE OF THE SYSTEM**

- 3.1. The System should at all times be operated with care and in a manner which tends to preserve proper and efficient working operation.
- 3.2. The Customer shall ensure that the system is used as per product manuals, setup guides.
- 3.3. No-one other than the authorized Company's employee shall in any way whatsoever adjust, alter or interfere with the System unless it is authorized by the Company. In the event of any such unauthorized interference, the Company reserve the right to charge the Customer all necessary costs in rectifying any fault created and furthermore to charge for any additional work not carried out by the Company, as though the Company had carried out such work or additions. Notwithstanding the foregoing the Company shall withdraw all its obligations to the Customer until a new Handover Certificate is issued to the Customer.

### 4. **NON PAYMENT**

- 4.1. The Company reserve the right to withdraw all service and call out facilities until the payment has been received and cannot be held responsible for any failure in the system.

By purchasing the products and systems from the Company the Customers confirms that he is aware of the Technical Support terms and conditions and agrees with them.

THIS SERVICE DOES NOT INCLUDE OR OFFER THE ATTENDANCE OR SERVICES OF ANY EMERGENCY SERVICES NOR CAN ANY RESPONSIBILITY BE ACCEPTED BY THE COMPANY IN RESPECT OF ANY FAILURE OR REFUSAL TO ATTEND WHATSOEVER. THIS SERVICE DOES NOT COVER ANY MONITORING CHARGES IN ANY WAY TO ANY AUTHORITY.

