



## Terms and Conditions

**Agreement:** Subject to the additional terms and conditions set forth herein, Seller (Herein referred to as seller and Blink Voice) agrees to sell to Buyer (Herein referred to as Buyer, Customer and Client) and Buyer agrees to purchase from Seller the Equipment ("Equipment") described on the Equipment order.

**Coverage:** Blink Voice and client agree that the following terms and conditions will govern customers order for equipment, software, wiring, remote support/programming and installation services. All orders for products or services become effective when signed by the customer. Any other terms and conditions, preprinted, verbal or otherwise, accompanying any customer order for Products or Service are hereby rejected and shall have no legal effect notwithstanding Blink Voice's acceptance or use of any such order.

**Contract Period:** This Agreement will become effective when it is signed by Customer and accepted by Blink Voice and will remain in effect until terminated or cancelled as provided herein by either the Customer or Blink Voice. The warranty commencement date will begin when the equipment is delivered to the client's installation address or address where the customer requests the equipment be shipped. Blink Voice may but shall not be required to commence the installation of the system until customer credit is approved by an officer of Blink Voice and or Avaya Financial Services or other financing entity, and a site review of the customer's premises have been made by Blink Voice's technical personnel.

**Customer Obligations for Installation:** Blink Voice will install the products for which installation charges are shown. Customer accepts, at their expense, upon the signing of this agreement, and at all other times during the period of installation and maintenance services: Allows employees or agents of Blink Voice access to the premises and facilities where the equipment is to be installed at all hours consistent with the requirements of the installation.

**Change Orders:** Customer requests for any change to the equipment, software, wiring or installation/labor will be billed at the same rate as charged on original order for equipment unless otherwise noted on order.

**On-Site support and service rates for customers who are not under warranty and not on a Maintenance Agreement :** For on-site adds, moves and changes by Blink Voice technicians, including (moving of jacks, adding new jacks, vendor meets, parts replacement out of warranty or damaged equipment, system programming and training,) Blink Voice provides on-site service at the standard time rate of \$150 per hour (2 hr. minimum) plus \$75 travel fee between 8 a.m. and 6p.m, Monday through Friday, excluding holidays. On-site service or maintenance requested after hours, on holidays or over the weekend must be requested 3-4 days in advance and will be billed at a rate of \$200 per hour (2 hr. minimum). plus, a \$100 travel fee. All on-site programming and training must be requested on the day of the install. Blink Voice will perform additional onsite support and remote support post installation support/programming changes at no cost to customer for all new full system installations for 14 days after install.

**Remote Support and service rates for customers who are not under warranty and do not have a Maintenance Agreement:** This applies for all adds, software upgrades, moves, changes, programming and maintenance performed by Blink Voice computer remote support technicians. There is a rate of \$40 per 15 min. Remote support service or maintenance requested after hours, on holidays or over the weekend must be requested 3-4 business days in advanced will be billed at a rate of \$52.50 per 15 min. Blink Voice will perform additional onsite support and remote support post installation support/programming changes at no cost to customer for all new full system installations for 14 days after install.

**Limited Warranty:** Blink Voice warrants to customer that Products, including wiring installed by Blink Voice be in good working order on the date Blink Voice delivers or installs the Product, whichever is later. If customer notifies Blink Voice that the product is not in good working order within the standard warranty period specified for the product on the date of purchase, Blink Voice will without additional charge, repair, or replace, at Blink Voice's discretion, the product components that are not in good working order. Blink Voice's obligations under this Limited Warranty are, contingent on customer's full payment of the product purchase price. Blink Voice will not replace any equipment under warranty if the customer has any open invoices. Blink Voice's obligation to repair or replace as set forth above is customer's exclusive remedy. Except as specifically set forth above, Blink Voice and its affiliates and suppliers make no warranties, express or implied, and specifically disclaim any warranties by verbal agreements.

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1. **Blink Voice Service Level Agreement:** Warranty customers can call in to our toll free number 1-877-891-2332, 24 hours a day, seven days a week. Most programming changes and service problems can be handled and diagnosed remotely before determining an onsite visit. Blink Voice will do their best making the process faster and more efficient than scheduling an appointment for a technician to come on site. Most systems we install are set up with remote access (unless customer does not allow access) so most changes and issues that come up, Blink Voice can handle in house. In cases where remote access is denied by the end user, or customer does not have a maintenance agreement, standard labor rates apply as described in the services rates portion of this agreement.
2. **Full or partial Service Outage:** Once a technician has determined the nature of the problem, he or she will first try to correct the trouble remotely by accessing your system configuration. If the problem cannot be fixed remotely, a service call will be scheduled. If the phone system is in failure causing a severe disruption in business, the guaranteed response time for a tech to arrive on site is 4 hours from determination of the issue, unless equipment is required which in some cases may delay the response time. If the problem is a minor system issue, (less than 25% of the phones are not operational or for programming changes/problems that cannot be resolved remotely for any reason that is not impeding on the customers' ability to run their business) a 48 hour response time will be guaranteed. Note that even for "minor" issues we strive to respond immediately to all requests.
3. **Five Year Parts Warranty:** For customers who elect for a parts warranty with a maintenance agreement, Blink Voice personnel have determined a piece of equipment is faulty without any physical damage; an advance replacement will be shipped. Any material with physical damage can be subject to a repair fee for the equipment. A return authorization form will be faxed or emailed to the client in whom the client will sign and fax back. The RMA form states that the customer must return the non-working equipment within 15 days or the price of the replacement equipment will be charged to the client, added to customers lease or charged to the customer credit card. Once the return authorization form is received, Blink Voice will ship the equipment from our warehouse.
4. **Five Year Parts and Labor Warranty:** For customers who elect for a five-year part and labor warranty with a maintenance agreement, all terms and conditions of the five-year parts only warranty will be in effect with the addition of the labor for Blink Voice to come on-site to install equipment or software that needs to be installed. There will be no charge for this service. Blink Voice personnel have determined a piece of equipment is faulty without any physical damage, and an advanced replacement will be sent. Any material with physical damage can be subject to a repair fee for the equipment. If the faulty equipment is a phone or other part that can be "self-installed" or "plug and play" Blink Voice will not dispatch an installer and will instead ship the part and if necessary, walk the customer through the process over the phone.
5. **CUSTOMER RESPONSIBILITIES:** You agree to provide the proper environment, electrical and telecommunications connections and give access to the workspace during and after regular business hours. You the end user is fully responsible for providing all other vendor support (not including phone system equipment or service provider port provisioning) before, during or after installation. If you are purchasing SIP lines, connecting multiple sites through a VPN tunnel or would like to buy additional IT equipment Blink Voice can provide those services. If the customer does not have an IT company managing their network Blink Voice Can provide partner services to tend to your business needs.
6. **Blink Voice's responsibilities:** If you subsequently purchase products from Blink Voice, those added products will be automatically added to this agreement at the expiration of the warranty period.
7. **Equipment replacement:** Once Blink Voice personnel have determined a piece of equipment is faulty, a return authorization form will be faxed or emailed to the client in whom the client will sign and fax back. The RMA form states that the customer must return the non-working equipment within 15 days or the price of the replacement equipment will be billed to the client, added to customers lease or charged to customer credit card.
8. **Moving of products covered under a Service Contract/Security measures:** You agree to notify Blink Voice prior to moving a Product. Additional charges may apply if Blink Voice incurs additional costs in providing warranty or post-warranty services as a result of a move of a Product.

**GENERAL:** A. Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. If either party fails to enforce any right or remedy available under this Agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other party. You certify that the Services acquired hereunder are intended for your use in the ordinary course of your business and not for the purpose of resale.