



MEMCO LTD

Service Level Agreement

This Agreement is made, and commences on the commencement date, between:

Memco Limited, whose registered office is at:
Clyde House,
Reform Road,
Maidenhead,
Berks, SL6 8BY

and

xxxx Lift Company Limited whose registered office is at:
yyyy House,
zzzz Road,
Anytown,
County, Post Code

The total fees and any additional charges payable under this agreement are exclusive of Value Added Tax, which will be added in accordance with prevailing legislation. The prices of the services to be provided under this agreement are set out in the appendix below also known as the Memco Globalnet price tariff.

The Agreement will continue for the Duration of the Contract.

Please provide the service on the contract terms below according to the terms and conditions herein.

Name: _____ Signed: _____

(For the Customer) (Authorised Signatory)
Title : _____ Date : _____

Memco Limited hereby agrees to provide the service on the contract terms below according to the terms and conditions herein.

Name: _____ Signed: _____

(For Memco Limited) (Authorised Signatory)
Title : _____ Date : _____



DEFINITIONS:

Customer: xxxx Lift Company Ltd	Supplier: Memco Ltd
Commencement Date:	xxth month 2009
Duration of Agreement:	2 years from Commencement Date unless terminated earlier.
Service:	Provide an advice, monitoring and information service for all programmed Memcom units which report EN81-28 3 day check calls or programmed technical alarms to the Memcom Globalnet service.
Email Response Time:	Within 1 hour of customer configurable response delay.

SCOPE:

The service covered by this agreement shall comprise:

1. 24 hour 365 day real time monitoring of Memcom units programmed by xxxx Lift Company Limited to test call Memco Globalnet as per EN81-28 every 3 days. Actual call time may vary as system response is dynamic and based on users.
2. The first 122 test calls will be free of charges (this represents 366 days of free EN81-28 testing) and all subsequent calls will be at the rates shown in the price tariff.
3. Prompt advice via email or SMS text message of a failure to complete a programmed EN81-28 test call or a technical alarm.
4. Real time (within 5 mins) availability of historical information to xxxx Lift Company via the Memco Globalnet internet domain site.
5. Security of access to the information of xxxx Lift Company published on the Memco Globalnet internet domain site.
6. The critical back up of the information and monitoring referred to above in the case of the failure of the telephone line or server so as to not impede access to the service or information.



INFORMATION:

The information provided by the Memcom Globalnet service shall comprise:

1. A log of all EN81-28 test calls and technical alarms received by Memco Globalnet up to a moving maximum 24 month period.
2. A capability to download information logs to the computer of xxxx Lift Company in csv format to an internet enabled computer.
3. Ability for multi-level access to the information via multiple user names and passwords.
4. Ability to filter company information by date, unit or call type.
5. A monthly consolidated invoice by Memcom telephone number or contract number.

CUSTOMER OBLIGATIONS:

The xxxx Lift Company Ltd is obliged to ensure that users of Memco Globalnet :

1. Attend training from Memco and use Memco Globalnet in accordance with the training.
2. Apply and receive an individual user name and password for Memco Globalnet.
3. Supply contact information (email address) for higher level reports of non conformance and non attendance of EN81-28 test call and technical alarm failures by xxxx Lift Company Ltd.
4. Control access to the Globalnet telephone number.
5. Are aware of the full call charges incurred by the use of Memco Globalnet (see price tariff).

MEMCO OBLIGATIONS:

Memco Limited is obliged to ensure that users of Memco Globalnet have:

1. Free of charge training for xxxx Lift Company Ltd to use the Memco Globalnet service correctly.
2. Supply individual user names and passwords for xxxx Lift Company as required.
3. Memco will not withdraw the contracted Globalnet service without 14 days prior notification to the highest level customer account holder of the Globalnet service.
4. Memco will make every reasonable effort to ensure that the Memco Globalnet server, email/ SMS server and dedicated telephone lines are available 24 hours daily. Temporary suspension may occur due to upgrade works, hardware failure or PSTN failure or issues beyond our control.
5. Globalnet support is available weekdays from Memco 9am-5pm excluding UK Public Holidays.
6. Globalnet is only tested and approved for internet explorer and firefox browsers running MS Windows™ and is not recommended with other internet browsers.



LIABILITY:

Memco Limited (the company) shall not be liable for the inability to respond by xxxx Lift Company Limited to email or SMS text message notification of EN81-28 non conformance or technical alarms by Memco Globalnet or by failure to maintain payments to Memco Limited which result in withdrawal of the service. The company shall not be liable for the failure of the Memco Globalnet service due to problems outside the control of the company such as hardware failures as a result of fire, flood, force majeure, failure of the PSTN or GSM network, attack from viruses unknown, incorrect use or abuse etc. Memco is limited in liability to the cost of the Memco Globalnet service to the customer.

TERMINATION OF AGREEMENT:

Either party shall be entitled to terminate this agreement if:

1. Either party commits a material breach of this agreement.
2. The Customer petitions for bankruptcy or is adjudicated bankrupt or if an administrator or receiver is appointed over the Customer's business or has presented or presents a petition for winding up or enters into liquidation (except for the purposes of amalgamation or reconstruction) or makes an assignment for the benefit of creditors or if the Customer defaults in payment for any sum due to the Supplier or otherwise fails to fulfill its obligations hereunder then the Supplier shall have the right to terminate this Agreement forthwith without prejudice to any other remedies the Supplier may have.
3. The Supplier petitions for bankruptcy or is adjudicated bankrupt or if an administrator or receiver is appointed over the Supplier's business or has presented or presents a petition for winding up or enters into liquidation (except for the purposes of amalgamation or reconstruction) or makes an assignment for the benefit of creditors or if the Supplier defaults in payment for any sum due to the Customer or otherwise fails to fulfill its obligations hereunder then the Customer shall have the right to terminate this Agreement forthwith without prejudice to any other remedies the Customer may have.
4. Either party issues written notice of termination 30 days prior to the end of any calendar month.
5. Upon termination of the agreement, Memco will take all reasonable steps to delete all confidential customer records within 30days of termination date. It is the customer's responsibility to back up records from the Globalnet server before termination of the service.



MEMCO GLOBALNET PRICE TARIFF: xxxx Lift Company Limited.

Prices are based on each Memcom unit subscribed

xx.xx.09 to 31.12.10

EN81-28 Test Call	3 day check	First 122 calls are Free of Charge then Charged per call
Technical Alarm Call	Power failure, battery failure etc	Charged per call
Email notification		Free of Charge
SMS notification		Charged per SMS text message
User names & passwords		Free

	Austria	Belg.	France	Germany	Greece	Italy	N.lands	Portugal	Spain	Switz.	UK
EN81-28 Test Call	€0.13	€0.13	€0.13	€0.13	€0.16	€0.13	€0.15	€0.15	€0.13	€0.13	£0.10
Tech. Alarm Call	€0.13	€0.13	€0.13	€0.13	€0.16	€0.13	€0.15	€0.15	€0.13	€0.13	£0.10
Email Notification	Free of Charge		Free of Charge	Free of Charge	Free of Charge	Free of Charge	Free of Charge	Free of Charge	Free of Charge	Free of Charge	
SMS Text Notification	€0.13	€0.13	€0.15	€0.13	€0.16	€0.13	€0.15	€0.15	€0.13	€0.13	£0.10
User Names & Passwords	Free of Charge		Free of Charge	Free of Charge	Free of Charge	Free of Charge	Free of Charge	Free of Charge	Free of Charge	Free of Charge	