

## Section 2 – Supply of Services

The following terms and conditions apply to the Services described in the Specification of Support Services.

### 1 Supply of Services

- 1.1 The Supplier will, subject to these Terms & Conditions, provide Services in accordance with the Specification of Support Services.
- 1.2 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill.
- 1.3 The Supplier shall offer telephone support to the Client in respect Services via its client support team based at its offices. This telephone support service is available on Business Days during Business Hours. If the Client requests the Supplier to carry out Services outside the Support Hours, then the Supplier will endeavour to comply with this request but charge the Client at the Supplier's current rates.
- 1.4 The Supplier will endeavour to respond to a valid Support Call within the response time set out in the Specification of Support Services, but any such dates/times shall be estimates only and time shall not be of the essence for the performance of the Services.
- 1.5 The time taken by the Supplier to respond to a Support Call will only be measured during the Support Hours.
- 1.6 The Supplier will endeavour to rectify defects or malfunctions in the Support Items on the telephone or by use of remote access where provided by the Client.
- 1.7 If a defect or malfunction in the Support Item cannot be resolved on the telephone or by remote access, the Supplier will endeavour to visit the Installation Address within the response times set out in the Specification of Support Services.
- 1.8 When carrying out work in accordance with these Terms & Conditions, the Supplier will endeavour to return the Support Item to service and, subject to these Terms & Conditions, reinstate the Client's applications.
- 1.9 The Supplier may at its discretion provide a permanent replacement part for the Support Item, either new or refurbished, and on exchange that part becomes the property of the Client, and the faulty part replaced becomes the property of the Supplier.
- 1.10 The Supplier may repair the Support Item away from the Installation Address when it considers it necessary to do so.
- 1.11 The Supplier may at its discretion, lend the Client a temporary replacement Support Item (as compatible as may be available) while repairs are carried out. Support Items loaned to the Client remain the Supplier's property and will be returned to the Supplier on demand. The Client is entirely responsible for such equipment and will indemnify the Supplier in respect of any loss or damage to that Support Item.
- 1.12 The Supplier may make use of new releases, patches and updates of Third Party Software to rectify known problems where this is permitted under the applicable software licence agreement.
- 1.13 Where the Supplier is required to carry out or does carry out work that is subsequently found to be outside the provision of Services, the Supplier will be entitled to charge for that work at the Supplier's current rates.

### 2 Term

- 2.1 Services shall commence on the date set out in the Specification of Support Services and, subject to these Terms, will continue unless and until either party serves on the other one month prior written notice of termination, which may only be served after the First Term has expired.

### 3 Client Obligations

- 3.1 The Client will keep the Support Items in the conditions recommended by the Supplier and the Support Items manufacturer and ensure that the external surfaces, cables and fittings of the Support Items are kept clean and in good condition.
- 3.2 The Client will ensure that the Support Item is only used by properly trained staff, in accordance with the manufacturer's user instructions, current computing practice and instructions issued by the Supplier from time to time.
- 3.3 The Client will ensure that only Personnel authorised by the Supplier adjust, modify, configure, maintain, repair, replace or remove any part of the Support Item.
- 3.4 The Client will maintain adequate records of the use, maintenance and malfunction of the Support Item and will provide the Supplier with such information and assistance concerning the Support Item, its application, use, location and environment as the Supplier may reasonably require enabling it to carry out the Services.
- 3.5 The Client will immediately notify the Supplier if there is any failure of the Support Item and will allow the Supplier full and free access to the Support Item and all documentation, software, materials and services necessary for the provision of the Services.
- 3.6 The Client will ensure that relevant trained and experienced staff are available when required by the Supplier to provide the Supplier with information required by the Supplier to diagnose and/or repair the Support Item.
- 3.7 Where the Supplier provides remote diagnostic services in respect of the Support Items, the Client will put and keep in place a remote access link to the Support Item which is acceptable to the Supplier.
- 3.8 The Client must tell the Supplier via a Support Call immediately that the Support Item or any part of it is changed.
- 3.9 The Client will notify the Supplier of change in the location of any part of the Support Item. Whilst any Support Item is being moved, the Supplier's obligations to provide the Services will be suspended. The Services will be reinstated following re-installation of the Support Item provided that the Support Item has not been damaged or affected during the move.
- 3.10 Unless specifically included in the Specification of Support Services, the Client is responsible for the cost of any Third Party Software upgrades which the Supplier advice is required.
- 3.11 It is the Client's sole responsibility, in a manner acceptable to the Supplier, to operate and verify a proper back up routine, maintaining all backup copies in a secure environment such that they can and will be provided to the Supplier when required.

- 3.12 The Client undertakes to put and keep in place adequate security measures to protect the Support Item and any other software or data from viruses, harmful code or unauthorised access.
- 3.13 The Client undertakes to keep any passwords supplied in connection with the Services confidential and only supply them to the individuals approved by the Supplier.
- 3.14 The Client undertakes to keep and maintain all materials, equipment, documents and other property of the Supplier, including Goods, Support Items on loan at the Client's premises in safe custody at its own risk, maintain the Goods/Support Items until returned to the Supplier, and not dispose of or use the Goods/Support Items other than in accordance with the Supplier's written instructions or authorisation;

#### 4 On-Site Support

- 4.1 During each consecutive 12 month period of providing Services, the Supplier will provide to the Client the number of On-Site Support specified in the Specification of Support Services during the Business Day, the purpose of which is to provide general support in respect of the operation of the Services. Hours beyond this allocation are charged at the Supplier's hourly rate.

#### 5 System Audit

- 5.1 The Supplier will, as often as the Supplier deems necessary and (save in the event of an emergency) upon reasonable notice carry out a System Audit within the Supplier's Business Day to confirm that, in the Supplier's opinion, the Support Item is in reasonable operating condition.

#### 6 Service Exclusions

Services do not extend to:

- 6.1 any Support Item not specified or included in the Specification of Support Service including any part of the Support Item which is in any way changed from that included in the Specification of Support Service;
- 6.2 any Support Item which was, in the Supplier's reasonable opinion, operating in an unstable or unsuitable manner prior to the commencement of the Services;
- 6.3 any failure or defect caused by hardware or software not covered by these Terms & Conditions;
- 6.4 failures or defects due to manufacture or design defects over which the Supplier has no control;
- 6.5 refurbishment or repair of casings or outer surfaces;
- 6.6 any work to accessories, alterations, attachments or any other equipment that is external to the Support Item not identified within the Specification of Support Service;
- 6.7 reinstatement of users customised versions of the standard desktop/operating system;
- 6.8 reinstatement of the Client's software and data not identified within the Specification of Support Service;
- 6.9 any consultancy, training or software or hardware the Supplier may provide;
- 6.10 integration of the Support Item or any part thereof with other software or systems;
- 6.11 cleansing of viruses and spyware, or resolving the consequences of security breaches and incompatibilities in hardware and/or software.
- 6.12 upgrading the operating platform to be able to operate the Client's selected software applications;
- 6.13 consumable supplies or accessories such as batteries, print heads, toner cartridges, ink, paper, and any other items identified as consumable by the Support Item manufacturer, unless listed in the Specification of Support Services;
- 6.14 any Support Item in respect of which a notice has been served by the Supplier under clauses 7;
- 6.15 any work arising by reason of any maintenance or repair work carried out in respect of the Support Item by a third party not previously approved in writing by the Supplier.
- 6.16 Managed on-line back up and antivirus unless included in the Specification of Support Service.
- 6.17 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):
  - (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Supplier's performance of any of its obligations;
  - (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 6.16; and
  - (c) the Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client Default.

#### 7. Beyond Reasonable Repair

The Supplier will either prior to the commencement or during the Services give the Client written notice if, in its reasonable opinion, the Support Item (or any part of it) is identified as "end of life", becomes beyond reasonable repair or spare parts become not readily available, or if faults and/or its condition are such that overhaul or replacement is necessary at which point any obligations of the Supplier to provide the Services in respect of such equipment will be suspended. If the Client declines to have the Support Item overhauled or replaced at its expense within thirty days of such notification, the Supplier may on written notice exclude such equipment from this Contract and refund to the Client by way of credit note a fair proportion of any



Charges which have been paid by the Client in respect of such equipment from the end of the notice period and will remove any loan equipment relating to the said equipment from the end of the notice period.

The provisions of clause 7.1 will apply equally in respect of any software included within the Support Item which, in the reasonable opinion of the Supplier, is no longer economically viable to maintain or requires upgrading or updating.