

Priority IT Support Agreement

BETWEEN:

- (1) [insert company name], (company number [insert]) whose registered office is at [insert], (the "Customer"); and
- (2) One Source Communications Limited, (company number 07062362) whose registered office is at 16 Commerce Road, Lynch Wood, Peterborough. PE2 6LR, ("Company")

This Agreement (The Agreement) sets out the terms on which the Company has agreed to provide IT Support to the Customer.

It is agreed as follows:

1. DEFINITIONS

- 1.1. "Asset Register": means the register that details all the Equipment to be covered under this Agreement following the IT Survey.
- 1.2. "Commencement Date": means the date this Agreement is signed by both parties.
- 1.3. "Equipment": means the equipment specified in the Asset Register.
- 1.4. "IT Survey": means the survey carried out by the Company following the Commencement Date to confirm the Equipment that will be covered under this Agreement. Including any further requirements.
- 1.5. "Monthly Fee": means the Monthly Fee charged by the Company to the Customer for this Agreement.
- 1.6. "Schedule": means the Schedule to this Agreement detailing the level of Service provided and the Monthly Fee.
- 1.7. "Term": means twelve consecutive months.
- 1.8. "Termination Period": means forty five days.

2. AMENDMENTS

- 2.1. No representative or agent of either party has any authority to agree any terms or make any representations inconsistent with this Agreement or enter into any contract except on the basis of this Agreement. Any such term, representation or contract will only be binding on the parties if confirmed in writing and signed by Directors of each party.

3. TERM

- 3.1. This Agreement shall commence on the Commencement Date and unless terminated in accordance with Clause 4, shall continue for twelve consecutive months.
- 3.2. Unless terminated in accordance with Clause 4 this Agreement will automatically renew at the end of each Term for a further Term.

4. TERMINATION

- 4.1. Either party may terminate this Agreement by giving the other party forty five days written notice (the Termination Period).
- 4.2. Upon termination all support provided under this Agreement shall cease and all outstanding payments will become due immediately.

5. PAYMENT AND CHARGES

- 5.1. The Monthly Fee for the first Term will be the amount shown in Schedule One. For each subsequent Term, the Monthly Fee will be fixed according to the Company's current charges at the start of that year.
- 5.2. The Monthly Fee for each Term shall be paid monthly by the Customer via Direct Debit. Delays or cancellation of payment will not constitute termination of this Agreement. The Company reserves to cancel the Service if the Direct Debit is cancelled but still charge the Monthly Fee and the Termination Period detailed in Clause 4.1.
- 5.3. Additional charges are due for payment in full within 14 days of the date of invoice.
- 5.4. The Company reserves the right on notice to the Customer to rescind any credit terms and require payment on presentation of invoice if the Customer has been late in paying any previous invoice.
- 5.5. If the Customer fails to make payment in full by the due date, in addition to the Supplier's right to suspend set out in Clause 5.2, the Company may charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on the unpaid amount (both before and after judgement) at the rate of four percent (4%) per annum over the base lending rate of Barclays Bank plc and such interest shall accrue notwithstanding termination of this Agreement by either party for whatever reason.

6. THE COMPANY'S RESPONSIBILITIES

- 6.1. To complete the IT Survey following confirmation of the Commencement Date.
- 6.2. To provide the level of Support detailed in Schedule One.
- 6.3. For the avoidance of doubt the following items are not covered in the Service. These items may be carried out but at additional charges to the Customer:
 - 6.3.1. All parts that require repairing or replacement.
 - 6.3.2. Company visits as a result of causes other than fair wear and tear arising from the proper operation of the equipment.
 - 6.3.3. Additional software added to the Equipment without prior authorisation from the Company.
 - 6.3.4. Cabling.
 - 6.3.5. Alterations to the apparatus and extensions to wiring (including removal and reinstallation to a new site) that has not been carried out by the Company.
 - 6.3.6. Any repairs that cannot be fixed via telephone or remote access and require either an Engineer to visit the Customer's premises or the equipment to be delivered to the Company's premises.
- 6.4. All repairs or replacements may be carried out at the premises where the equipment is installed or elsewhere at the option of the Company.

7. THE CUSTOMER'S RESPONSIBILITIES AND LIABILITIES

- 7.1. To allow the Company access to complete the IT Survey.
- 7.2. To notify the Company of any faults within the same day as the fault is identified. The Customer accepts that delays in reporting faults may cause additional charges from the Company.
- 7.3. Ensure the Equipment is not moved, interfered with or tampered with and shall at all times follow the advice given by the Company on the use and care of the Equipment. Failure to do so may result in additional charges from the Company.
- 7.4. Provide the Company and its representative's access to the Equipment and at the Customer's expense, make available mains electric supply and any other facilities

and co-operation as may be necessary for the proper and prompt support of the Equipment under this Agreement.

- 7.5. Comply with all statutory requirements, bye-laws, regulations, recommendations or instructions relating to the use or testing of the Equipment. The Company shall obtain and pay for any such licences, way leaves, suitable private wires, jack sockets or any other items necessary for the operation of the Equipment. Suitable electric supplies where needed shall be provided and maintained by the customer at its expense.
- 7.6. To seek authorisation from the Company prior to new software being installed on the Equipment to ensure sufficient capacity is available.
- 7.7. To ensure the Equipment is not supported, repaired or altered by someone who is not authorised by the Company.
- 7.8. The customer shall maintain an environment suitable to support efficient operation of the Equipment.
- 7.9. The Customer acknowledges that the Company reserves the right to cancel this Agreement without notice and to charge the Termination Period detailed in Clause 4 for a breach of its responsibilities detailed in Clause 7.

8. LIMITATION OF LIABILITY

- 8.1. Both parties shall indemnify the other party :
 - 8.1.1. (Where the United Kingdom Unfair Contract Terms 1977 applies to this Agreement) against liability for personal injury or death directly attributable to the negligence of the applicable party and
 - 8.1.2. Against physical damage (but not loss of any data) caused to the party's tangible property directly arising from the negligence of the other party in connection with the Service.
- 8.2. The Company's total liability to the customer under this Clause 8 shall not exceed ten times the Monthly Fee for one or more related claims arising in any one Term.
- 8.3. The Company shall in no circumstances be liable for any failure or defective working of the Equipment due to any fault, failure or change in the electricity supply service and or the network providers Equipment and or Host PBX Systems.
- 8.4. Subject to the provisions of this Clause 8, the Company shall not be liable to the customer for any loss, expense or damage of any kind (direct, indirect or consequential and whether arising from negligence or otherwise) in connection with the Company's support of the Equipment or otherwise.
- 8.5. The customer must insure the Equipment in respect of all risks relating to the maintenance of the Equipment not covered by the indemnity under this Clause 8.

9. DATA PROTECTION

- 9.1. Both parties shall comply with the Data Protection Act 1998 and all related and equivalent provisions at all times.

10. GENERAL

- 10.1. Headings in the Agreement shall not affect interpretation.
- 10.2. A delay to enforcing rights under the Agreement shall not be a waiver as any waiver must be expressly granted in writing.
- 10.3. The unenforceability or invalidity of any part of this Agreement shall not affect the enforceability or validity of the remainder of it.
- 10.4. The termination or expiry of the Agreement shall be without prejudice to the rights of either party, which have accrued prior to termination or expiry. Clauses that are

expressed to survive or which are by implication intended to survive termination or expiry of the Agreement shall so survive.

- 10.5. The Agreement contains the entire agreement and supersedes all other agreements and undertakings between the parties with respect to its subject matter. Any terms proposed by the Customer that are not written in these Terms and Conditions shall be of no effect. The Customer acknowledges that, in entering into this Agreement, it does not do so on the basis of, and not rely on, any representation, warranty or other provision except as expressly written in the Agreement, and that its only remedy can be for breach of contract.
- 10.6. Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent for employer and employee between the parties.
- 10.7. There are no third party beneficiaries to this Agreement and a person who is not a Party to it shall not have any right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 10.8. English law shall govern the validity, construction and performance of the Agreement and the parties submit to the exclusive jurisdiction of the English Courts.
- 10.9. The Customer may not assign or transfer this Agreement or any rights hereunder without the prior written consent of the Supplier.
- 10.10. The Supplier may assign or transfer this Agreement or any rights hereunder to an Associated Company or any other person. In particular, the Supplier may assign its right to receive payment under the Agreement and each invoice for the Service provided in the relevant month shall be payable to the assignee by the Customer in accordance with Clause 5.
- 10.11. Neither party shall be liable for any breach of its obligations including any delay or failure in performance of any part of the Agreement to the extent that such a breach is caused by flood, fire, explosion, accident, war, strike, embargo, government requirement, civil or military authority, act of terrorism, act of God, inability to secure materials, industrial dispute or any other causes beyond the party's reasonable control and not insurable on reasonable terms and at reasonable rates, including in particular, acts of omission of other providers of services.
- 10.12. The Company reserves the right to amend this Agreement from time to time.

Agreed and accepted on behalf of:

Agreed and accepted on behalf of:

ONE SOURCE COMMUNICATIONS LIMITED

Signed:

Signed:

Name:

Name:

SCHEDULE ONE
LEVEL OF IT SUPPORT

PRIORITY LEVEL SUPPORT

Including:

- IT Support Survey.
- Telephone and email support.
- Online remote diagnostics.
- Site attendance.
 - Mileage charged at £0.55 per mile to the nearest 5 miles.
- Quarterly account management meetings.
- Proactive maintenance of Equipment.
- New hardware supplied at preferred rates.
- Dedicated account manager.
- Hardware loan if required and available.
- Strategic advice on systems.
- Evening and weekend support upgrade available.
- No surcharge for older Equipment that is covered in the IT Survey.
- 5% discount on 24 month term.

The following are not covered within the Service but may be carried out at additional charge to the Customer:

- Parts for repairs or replacements.
- Company visits necessary as a result of causes other than fair wear and tear arising from the proper operation of the equipment or communications network.
- Cabling.

Monthly Fee for the Service: £ excluding V.A.T