

GENERAL SUPPORT SERVICES AGREEMENT

1. Interpretation

In this Agreement the following words and phrases shall have the following meanings;

RNSCS	RN Store (Consultants) Limited t/a RNS Computer Services
The Customer	xxxxxxxxxxxxxxxxxxxxxx
Ad Hoc Service Call	Services provided which are not included within the definition of the Service Any communication recorded by RNSCS that registers a fault condition in respect of the Equipment
CEL Increase	The percentage increase (if any) of the latest figure for the <i>Computer Economics Limited, outer London index</i> (CEL Index), and if such index ceases to be published, such other index as is understood by the parties to have replaced it, over the CEL Index current at the time of the previous calculation of the CEL Increase, or, in the case of the first calculation of the CEL Increase, the CEL Index figure current at the Start Date. (www.CELRE.co.uk)
Charges Schedule(s).	The sum payable by the Customer to RNSCS for the Services. Equipment covered by this agreement Software covered by this agreement
Confidential Information	Any trade secrets or confidential or proprietary information of either party, including this Agreement but excluding any information: (a) in the public domain otherwise than by a breach of this Agreement; (b) which, when disclosed, was already known to the recipient; (c) that the other party develops independently of or to any information that is disclosed to it under the provisions of this Agreement; or (d) which is subsequently disclosed to the recipient by a third party at liberty to disclose it.
Contract	The Services to be supplied by RNSCS in accordance with the terms of this Agreement and in respect of specific Equipment as described in a Schedule under a unique Contract number. More than one Contract can be covered by this Agreement.
Equipment Initial Term Order	All or part of the hardware and/or Supported Software as listed on the Schedule. The period of time after the Start Date for which a fixed charge rate has been agreed A written request for the supply of the Services, including the acceptance of a RNSCS quotation, an instruction to proceed or any other written confirmation from the Customer.
Personnel Schedule	Any director, employee, agents, advisor and/or sub-contractor of either party; List provided by RNSCS, specific to a Contract, detailing the Equipment for which the Service is to be delivered, the Charges and the Service Type(s) provided.
Service	The support of Equipment, and related services provided by RNSCS to the extent defined in the Service Level Agreement
Service Level Agreement (SLA)	The agreed levels to which the Service Type will be delivered by RNSCS.
Service Type	The type, level, and where applicable, the frequency of the Service as listed in the Schedule.
Start Date	The date from which RNSCS will make available the Service
Supported Software	Software developed and licensed by a third party, for which RNSCS have agreed to provide support, as detailed in the Schedule

2 GENERAL

- 2.1 The terms of this Agreement shall prevail over the terms and conditions of any Order.
- 2.2 Clause headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement
- 2.3 Words of a technical nature used in this Agreement shall be construed in accordance with general trade use in the computer industry in England.

3 SERVICE RESPONSIBILITIES

- 3.1 Subject to Clause 4 RNSCS shall provide the Service and use all reasonable endeavours to keep the Equipment in good working order and in accordance with the functionality and features in accordance with the specifications of the manufacturer(s) of such Equipment by the making of adjustments and repairs and/or the replacement of parts as may seem appropriate to RNSCS in the circumstances of each case.
- 3.2 RNSCS may repair the Equipment away from the installation address where it considers it necessary to do so, in which case it will complete the repair as soon as practicable. RNSCS may lend the Customer a temporary replacement unit (as nearly compatible as may be available) during that repair. Units loaned to the Customer will not become its property and the Customer shall be liable for any loss or damage, however caused, to that unit.
- 3.3 RNSCS will respond to valid Calls logged by the Customer at RNSCS's Call logging centre and shall provide the Service during the hours of 8.30 a.m. to 5.00 p.m., Monday to Friday (except public holidays), unless otherwise defined by the specified Service Type.
- 3.4 The level of Service shall be as defined by the specified Service Types.
- 3.5 The Service provided is limited to reinstatement of the Equipment to the working condition prior to the fault occurrence, including re-loading the Customer's operating system (if included in the Schedule) to the manufacturer's default basic build condition or to the specification agreed between RNSCS and the customer.
- 3.6 RNSCS will make use of new releases of Supported Software to rectify known problems where this is permitted under the software licence agreement
- 3.7 If the Customer requests the supply of Services outside RNSCS's normal working hours without prior agreement RNSCS shall use all reasonable endeavours to comply with the request but may charge the Customer for such supply as an Ad-Hoc Service.
- 3.8 RNSCS may withdraw Services and/or Equipment from a Schedule at any time on 30 days prior written notice during the Initial Term or on 15 days prior written notice after the Initial Term if in RNSCS's reasonable opinion such Services and/or Equipment cannot be maintained at the price quoted, including where information provided by the Customer is misleading.

4 SERVICE EXCLUSIONS

- 4.1 The Service is contingent upon the Customer's proper use of all Equipment and does not cover Equipment which has been modified without RNSCS's approval or which has been subjected to unusual physical or electrical stress.
- 4.2 RNSCS shall be under no obligation to provide the Service:-
- 4.2.1 if adjustment, repair or parts replacement is required because of accident, neglect, operator error, misuse, failure of or change in electrical power, air conditioning, humidity control, failure of storage media, transportation, use of non-OEM parts or other causes other than ordinary use or wear and tear;
 - 4.2.2 if the Equipment is serviced, amended or adjusted, or if attempts to repair or service the Equipment are made other than by RNSCS's approved personnel or without the prior approval of RNSCS;
 - 4.2.3 if the Equipment is removed from its location of initial installation and/or re-installed without prior notification to RNSCS;
 - 4.2.4 if a licensor withdraws support for the Supported Software (in its entirety, or in the version licensed to the Customer). RNSCS will however provide a "best endeavours" service for such Supported Software during the Initial Term and in respect of problems where known solutions exist;
 - 4.2.5 where the Service includes remote support, prevention of communication with the Equipment caused by the failure of a third party telecommunications facility;
 - 4.2.6 if the item reported as faulty does not appear listed in the Schedule;
 - 4.2.7 if the Equipment was, in RNSCS reasonable opinion, operating in an unstable manner prior to the commencement of the service; and
 - 4.2.8 if the Equipment is subject to a failure for which the manufacturer/design authority has no known solution.
- 4.3 The Service does not include:
- 4.3.1 Unless specifically listed in the schedule, consumable supplies or accessories such as:
 - 4.3.1.1.1 Printer accessories i.e. additional paper bins & duplex units, , switch boxes and paper trays
 - 4.3.1.1.2 Printer consumables i.e. print heads, toner cartridges, ink, paper, developer units, fuser assemblies, printer maintenance kits, paper pick up/feed rollers/transfer rollers fuser cleaning brushes, plotter pens, ribbons, ribbon guards, thermal films, OPC belts (QMS lasers), transfer belts on colour printers, ozone filters and thermal transfer heads and any other items identified as consumable by the Equipment manufacturer;
 - 4.3.1.1.3 Cables
 - 4.3.1.1.4 Batteries which directly power a machine when not on mains
 - 4.3.1.1.5 CDM ROM caddies
 - 4.3.1.1.6 Cathode ray tubes
 - 4.3.1.1.7 LCD,TFT and Plasma screens outside warranty
 - 4.3.1.1.8 Removable storage media (apart from removable hard drives in laptops (one per unit) and servers)
 - 4.3.2 electrical work external to the Equipment or maintenance of accessories, alterations, attachments or other equipment not identified on the Schedule to be maintained;
 - 4.3.3 work or parts required to put right damage described in clause 4.3.2;
 - 4.3.4 any patching or fixing of operating systems or applications software of any sort, unless an appropriate Service Type is included in the Schedule;
 - 4.3.5 failures due to manufacture or design defects over which RNSCS has no control;
 - 4.3.6 work where the configuration of the Equipment has been changed or additional hardware has been added to the Equipment without RNSCS's knowledge, unless an appropriate Service Type is included in the Schedule;
 - 4.3.7 preventative maintenance, except as set out in clause 5.
 - 4.3.8 refurbishment or repair of casings or outer surfaces;
 - 4.3.9 DAT drive faults caused by tape jamming in the mechanism and all faults relating to worn media
 - 4.3.10 DAT drive faults caused by failure to follow manufacturer recommendations regarding user maintenance

- 4.3.11 Supported Software if not the version number listed in the Schedule (as amended by the supply of the Services);
 - 4.3.12 Supported Software if the Customer does not hold a valid licence for its use;
 - 4.3.13 Supported Software if the hardware and/or operating system version are not those approved by the software manufacturer for the version of Supported Software in use;
 - 4.3.14 training of Customer's Personnel in the use of the Supported Software;
 - 4.3.15 integration of the Supported Software with other software, or alteration to meet changes in the Customer's requirements;
 - 4.3.16 maintenance or support required by reason of non-Year 2000 compliant Equipment or Supported Software;
 - 4.3.17 failure caused by unsupported hardware or software;
 - 4.3.18 the reinstatement of customised versions of the standard desktop/operating system or the reinstatement of the Customer's application software and data files other than for Supported Software;
 - 4.3.19 additional visits and associated costs of providing disks caused by the Customer's failure to provide the necessary copies of operating systems, application programs or data files required to complete the Service to the level defined in the Service Type or
 - 4.3.20 calls which result in a "no fault found" report.
- 4.4 RNSCS shall give the Customer written notice if, in its reasonable opinion, the Equipment is identified as "end of life", becomes irreparable or spare parts become unavailable, or the fault rate is so high and/or its condition is such that a complete overhaul or replacement is necessary. If the Customer declines to have the Equipment overhauled or replaced at its expense within thirty days of such notification, RNSCS may exclude the said Equipment from this Agreement on written notice. Where such notice is given, RNSCS will refund any Charges actually paid by the Customer for Service relating to 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.
- 4.5 In all circumstances listed in 4.1 to 4.3 above RNSCS will attempt to resolve the fault on a reasonable endeavours basis but the call will be excluded from all service measurement data. Such calls will be chargeable at RNSCS standard rates for parts and labour.

5 CONFIDENCE CHECK

- 5.1 RNSCS may carry out a confidence check, being the provision of maintenance of a minor nature which, in RNSCS's opinion, is necessary from time to time to keep the Equipment in reasonable operating condition.
- 5.2 Confidence checks will be performed at agreed times within RNSCS's normal working hours at an interval deemed necessary by RNSCS and in any event shall be limited to a maximum of one site visit in any 12 month period.
- 5.3 Confidence checks do not normally include major repair or replacement but may be carried out as part of a major repair or replacement.

6 RESPONSIBILITIES OF THE CUSTOMER

- 6.1 The Customer shall:
 - 6.1.1 notify RNSCS's Call logging centre immediately upon Equipment failure and shall allow RNSCS full and free access to the Equipment and use of necessary machines and devices in the Customer's possession;
 - 6.1.2 ensure that, where electronic helpdesk and call transfer system links are established between RNSCS and the Customer as part of the call handling process, the equipment and processes on the customer's side are fully available and operable during hours of normal cover.
 - 6.1.3 be solely responsible for ensuring it keeps adequate back-up copies of its operating system software, application software and data files for the purpose of on-site software rebuilding, together with user documentation as supplied by the software manufacturers. This software should normally be contained on removable media, shall be stored within reasonable proximity to the corresponding Equipment and shall be made available for use by RNSCS's Representative if required. RNSCS is not obliged to replace or rectify the Customer's data files, which have been lost or corrupted for any reason;
 - 6.1.4 ensure that properly trained staff operate the Equipment, in accordance with best computing practice;
 - 6.1.5 ensure that relevant trained and experienced staff are available in a timely manner to provide RNSCS's Personnel with any information necessary to diagnose and/or remedy faults in third party hardware and/or software;
 - 6.1.6 notify RNSCS in writing of a change in location of the Equipment. RNSCS will supervise such moves at the Customer's request supervise as an Ad Hoc Service. Service obligations shall be suspended whilst the move is carried out and reinstated following re-installation provided that the Equipment has not been damaged during the move and that it has been re-installed correctly;
 - 6.1.7 notify RNSCS of any changes to the Equipment list as they happen, and regularly check the validity of such lists.
 - 6.1.8 provide RNSCS with remote access to the Equipment where a remote diagnostic option has been purchased. If remote connectivity requires a modem, RNSCS must approve the type of modem provided for this purpose;
 - 6.1.9 keep a log of operations of the Equipment including a record of faults, symptoms and the like, and make such log available to RNSCS's Personnel on request;
 - 6.1.10 ensure that the external surfaces of the Equipment are kept clean and in good condition and shall carry out any minor maintenance and safety changes as defined in the manufacturers user instructions from time to time;
- 6.2 The Customer is responsible for the adoption of appropriate security measures to protect the Supported Software and related data from damage caused by viruses or other harmful code, or access to the Equipment by unauthorised persons.
- 6.3 The Customer shall indemnify and hold harmless RNSCS from and against any claim for loss, damage or injury to any person or property occasioned by or arising from negligence or misuse of the Equipment or any unauthorised addition, adjustment, modification, alteration, maintenance, repair or other work thereto.

7 CONFIDENTIALITY

- 7.1 Except as expressly provided in this Agreement and subject to clause 7.3, neither party may use or disclose the other party's Confidential information.
- 7.2 Without limiting the generality of clause 7.1, either party may use the other party's Confidential Information solely in the performance of its obligations or rights provided under the terms of this Agreement.
- 7.3 Either party ("Recipient") may disclose the Confidential Information of the other ("Disclosing Party"):
- 7.3.1 when required to do so by law or any regulatory authority, provided that, where practicable and lawful, the Recipient: (a) promptly notifies the Disclosing Party of such a requirement; and (b) co-operates with the Disclosing Party regarding the manner, scope or timing of such disclosure or any action that the Disclosing Party may take to challenge the validity of any such requirement; and
- 7.3.2 to its Personnel or any other person whose duties reasonably require such disclosure, on condition the Recipient ensures that each such person to whom such disclosure is made: (a) is informed of the obligations of confidentiality under this Agreement; and (b) complies with those obligations as if they were bound by them.
- 7.4 Notwithstanding the provisions of this clause 7 RNSCS (or any member of its group of companies) may use the Customer's name for any reasonable marketing purposes, including use in client accounting reports, lists, newsletters, product, compact disks, websites and company brochures and press announcements.

8 TERM AND TERMINATION

- 8.1 Subject to earlier termination, this Agreement shall have effect from the Start Date and continue until at least the end of the Initial Term. Thereafter, this Agreement shall remain in force unless either party gives written notice to the other, ending this Agreement with effect from the end of the Initial Term or any subsequent anniversary. The party giving any such notice to end this Agreement shall ensure that the amount of time between the other party receiving the notice and the date on which this Agreement is to end is not less than 90 days.
- 8.2 Either party ("Terminating Party") may terminate this Agreement immediately by written notice if:
- 8.2.1 the other commits any material breach of this Agreement which, if capable of remedy, is not remedied within thirty days of the Terminating Party providing the other with written notice specifying the breach and requiring its remedy; or
- 8.2.2 a resolution is passed or an order is made for the winding up of the other (save for the purpose of a bona fide reconstruction or amalgamation), the other becomes subject to an administration order, a receiver or administrative receiver is appointed over the other's property or assets, the other is insolvent or would be taken as insolvent under section 123 Insolvency Act 1986 (save that reference to "£750" shall be replaced by "£10,000"), the other is dissolved or otherwise threatens or ceases to carry on business.
- 8.3 On termination of this Agreement for any reason each party shall:
- 8.3.1 return or delete any of the other's Confidential Information; and
- 8.3.2 provide the other with a written notice, signed and completed by its duly authorised representative, to certify compliance with clause 8.3.1.
- 8.4 If the Customer terminates the Agreement prior to the end of the Initial Term, RNSCS may demand and receive from the Customer an early termination charge. This charge will be calculated to recover such costs as RNSCS has reasonably incurred in equipping itself to deliver the Service and which are not fully recovered from the Charges at the date of early termination.
- 8.5 Where software support calls are purchased in bulk, no refund is available for unused calls on termination of the Agreement.

9 CHARGES AND PAYMENT

- 9.1 The Customer shall pay RNSCS's invoices for the Charges set out in any Schedule (and otherwise at RNSCS's current list prices) within [30] days of the date of the invoice without any set-off, reduction or withholding any sum for any other reason.
- 9.2 All Charges are exclusive of VAT and any other relevant taxes, which will be added at the prevailing rate.

- 9.3 The Charges will remain fixed during the Initial Term. Thereafter, RNSCS may increase the Charges in accordance with the CEL Increase on 30 days' written notice.
- 9.4 Payments for the Service must be received in advance of the Service period to which they relate. This applies to all payments, with the exceptions of the first payment and payments for changes for amendments to an existing Contract. Time for payment shall be of the essence.
- 9.5 Without prejudice to clause 9.4, if any payment is overdue, RNSCS may charge the Customer interest in respect of any amount overdue at the rate of 4% per annum over NatWest Bank plc base rate from the due date until the date of payment. Any such interest shall accrue on a daily basis both before and after judgment.
- 9.6 Without prejudice to clause 9.4 or 9.5, RNSCS may suspend the supply of the Services if any payment is overdue or if the Customer is in default of any other obligation until any such non-payment or default is rectified.
- 9.7 Where Service charges apply from a date which is not the annual renewal date, because a new item is added to or removed from the Schedule, or an existing price alters, then RNSCS shall apply such price change pro-rata from the date of the change to the date of the end of any un-expired contract period, usually to the next anniversary of the Start Date.
- 9.8 RNSCS may vary the Charges to recover any quantity price discount if the Customer alters the quantity of items of Equipment supported such that the resultant Contract value is less than 85% of the Contract value at the Start Date. Changes to the quantity of supported Equipment shall apply 90 days after RNSCS receives written notice from the Customer of such changes.
- 9.9 If the Equipment includes items under manufacturer's warranty, on which RNSCS has based reliance in the calculation of the charges, RNSCS may vary the charges if:
 - 9.9.1.1 The proportion of the Equipment covered by manufacturer's warranty changes by more than 10% from the level used in the calculation of the charges
 - 9.9.1.2 The manufacturer alters the level of reimbursement paid to RNSCS under the warranty scheme.
- 9.10 Where the Customer terminates this Agreement pursuant to clause 8.1, any repayments or arrears shall be calculated pro-rata up to the date of actual termination.
- 9.11 If The Customer requests, and RNSCS agrees, to supply Ad-Hoc Services or a Service which in its reasonable opinion falls outside the scope of clause 3 above, or within the scope of clause 4, RNSCS shall be entitled to charge for such services at its standard rates then in effect. Invoices for this work will be raised after completion of this work, and the Customer shall pay such invoices within thirty (30) days of the date of the invoice.
- 9.12 Unless the Equipment was installed by RNSCS and the Service is to start from the time of installation, RNSCS reserves the right to inspect Equipment at the Customer's premises and charge the Customer at RNSCS's applicable Ad Hoc Service rate for any work required to reinstate the Equipment to full working order in accordance with the manufacturer's instructions before providing the Service on that Equipment.
- 9.13 The Customer is responsible for the cost of upgrading the Supported Software where a new version is required during the currency of this agreement unless such upgrades are specifically included in the Service Type(s) specified.
- 9.14 Where a remote service is included, the Customer is responsible for the provision and costs of a suitable dial-in modem and telephone connection to the equipment running the Supported Software.

10 WARRANTIES

- 10.1 RNSCS warrants and represents that it is entitled to enter into and perform the Services on the terms of this Agreement.
- 10.2 The warranty set out in clause 10.1 is in lieu of all other warranties, express or implied, of satisfactory quality and fitness for a particular purpose. No oral or written communications by or on behalf of RNSCS shall create a warranty or in any way increase the scope of the warranties given by RNSCS.
- 10.3 The Customer warrants and represents that the use by RNSCS of any materials or equipment supplied by the Customer for use by RNSCS in the provision of the Service, will not infringe the Intellectual Property Rights of any third party.

11 LIMITATION OF LIABILITY

- 11.1 Nothing in this agreement shall exclude or limit either party's liability for:
 - 11.1.1 fraud or fraudulent misrepresentation on the part of such party or its Personnel;
 - 11.1.2 personal injury or death caused by the negligence of either party or its Personnel;
 - 11.1.3 any warranty as to title or quiet possession implied by statute.
- 11.2 RNSCS shall have no liability to the Customer arising out of any act or omission of any third party telecommunication provider, or fault or failure of their equipment.
- 11.3 RNSCS's entire liability in respect of any claim shall be limited to the extent that its aggregate liability in respect of all causes of action arising out or in connection with this Agreement or its subject matter (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all), shall be limited to the repayment of the Charges actually paid by the Customer to RNSCS during any twelve (12) month period considered retrospectively from the date any cause of action arose.
- 11.4 RNSCS shall not be liable for any claim arising under this Agreement unless it has received written notice of the claim within six months of the Customer becoming aware of the circumstances giving rise to the claim or, if earlier, six months from the date the Customer ought reasonably to have become aware of the circumstances.
- 11.5 Neither party shall be liable to the other for:
 - 11.5.1 any indirect or consequential loss or damage at all; or
 - 11.5.2 any loss of business, capital, profit, anticipated savings, reputation or goodwill, arising out of or in connection with this Agreement or its subject matter
- 11.6 Without prejudice to clause 11.1 - 11.5 (inclusive), RNSCS shall not be liable to the Customer (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all) for any loss or corruption of data arising out of the Customer's failure to maintain adequate back-up copies of any such data, having regard to the nature of the data and the risk and expense to be incurred arising out of the loss or corruption of any such data.

12 NON-SOLICITATION

- 12.1 Neither party shall, during the term of this Agreement and for a period of six (6) Months after the date this Agreement ends howsoever caused, whether by its own actions or those of its agents, directly solicit or entice away or endeavour to solicit or entice away from the other party any employee of the other party.
- 12.2 Each party acknowledges that a breach by it of the provisions of clause 12.1 will require the expenditure of time and expense by the other party in replacing any such employee for which the other is entitled to recover, as liquidated damages, an amount equal to the gross basic annual salary, as at the time of the breach, of the employee concerned. This provision shall be without prejudice to the other party's right to seek injunctive relief.

13 MOVEMENT OF EQUIPMENT OUTSIDE THE U.K.

- 13.1 Equipment moved to any area outside the U.K. serviced by RNSCS may in RNSCS's discretion be eligible for continued service in accordance with RNSCS's rates and terms then in effect at that location. The Customer is responsible for movement and all charges therefore.

14 DATA PROTECTION

- 14.1 Each party shall ensure that in the performance of its obligations under this Agreement it will at all times comply with the Data Protection Act 1998.
- 14.2 RNSCS acknowledges that if it is required to process the Customer's personal data (as the term 'personal data' is defined in section 1(1) of the Data Protection Act 1998) in the course of providing the Services it shall do so only on the instructions of the Customer and that it shall maintain in place, having regard to the state of technological development and the cost of implementation, all appropriate and reasonable measures, procedures and policies to protect the security and integrity of any such personal data.
- 14.3 The Customer acknowledges that any data transmitted over the Internet cannot be guaranteed to be free from the risk of interception even if transmitted in encrypted form and that RNSCS has no liability for the loss, corruption or interception of any such data.

15 GENERAL

- 15.1 Force Majeure:** RNSCS shall not be liable to the Customer for any delay in, or failure of, the performance of its obligations under this Agreement arising from any cause beyond its reasonable control. If so affected RNSCS shall: (a) as soon as practicable, send to the Customer a written notice setting out the circumstances of the event and its anticipated effect; and (b) use all reasonable endeavours to minimise the effect of any such circumstances. If any delay or stoppage arising out of an event of Force Majeure continues for a continuous period of ninety (90) days, the Customer may terminate this Agreement on giving thirty (30) days written notice to RNSCS. and RNSCS shall not be liable to the Customer for such termination.
- 15.2 Assignment:** RNSCS may assign, sub-contract or otherwise transfer the benefit of, and/or its obligations under, this Agreement to any person at any time. The Customer acknowledges that this Agreement is personal to it. Accordingly, the Customer may not assign or in any other way make over to any third party, whether in whole or in part, the benefit of, and/or its obligations under, this Agreement without the prior written authority of RNSCS and on such terms as RNSCS may reasonably require.
- 15.3 Health and Safety:** The Customer (or his employee) shall accompany RNSCS's personnel at all times whilst on the Customer's premises and the Customer shall take all reasonable precautions to ensure the health and safety of RNSCS's personnel.
- 15.4 Notices:** Notices under this Agreement shall be in writing. Notices may be delivered to the other party by hand or sent by first class mail or facsimile transmission at the address or facsimile number notified for such purposes. Correctly addressed notices shall be deemed to be delivered: (a) if delivered by hand, on the day of delivery if delivered before 16:00 hours of any Working Day and otherwise the next Working Day; (b) if sent by first class mail, two Working Days after posting; and (c) if sent by facsimile transmission, on the day of transmission if sent before 16:00 hours of any Working Day and otherwise the next Working Day
- 15.5 Exclusion of other terms:** This Agreement sets out the entire agreement and understanding between the parties. In particular, but without limitation to the generality of the foregoing, the Customer warrants and represents that in accepting this Agreement it has not relied upon any statement of fact or opinion made by RNSCS or its Personnel which has not been included expressly in this Agreement. Further, the Customer irrevocably and unconditionally waives any right it may have: (a) to rescind any agreement resulting from its acceptance of this Agreement by virtue of any misrepresentation; (b) to claim damages for any misrepresentation whether or not contained in this Agreement; or (c) to claim damages for breach of any warranty or condition not contained in this Agreement. Nothing in this clause 15.5 shall affect the liability of either party in respect of any misrepresentation, warranty or condition that it makes fraudulently.
- 15.6 Waiver:** Failure by either party to exercise or enforce any rights, or the giving of any forbearance, delay or indulgence, will not be construed as a waiver of its rights under this Agreement or otherwise.
- 15.7 Variation:** This Agreement may not be amended, modified, varied or supplemented except in writing signed by or on behalf of both parties.
- 15.8 Severance:** If any provision of this Agreement is or becomes invalid or unenforceable it will be severed from the rest of this Agreement so that it is ineffective to the extent that it is invalid or unenforceable and no other provision of this Agreement shall be rendered invalid, enforceable or be otherwise effected.
- 15.9 Survival:** The parties obligations under clauses 7, 8.4, 9, 11, 12, 15.5, 15.6, 15.8, 15.11 and 15.12 shall survive the ending of this Agreement for any reason.
- 15.10 Relationship:** Nothing in this Agreement shall make either party, the agent or partner of the other, or give either party the power to bind the other.
- 15.11 Third party rights:** Nothing in this Agreement shall confer on any third party any right or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999. This clause 15.11 does not affect any right or remedy of any party to this Agreement or to any other person which exists or is available otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999
- 15.12 Jurisdiction:** This Agreement shall be governed by English law. The parties hereby submit to the non-exclusive jurisdiction of the English Courts.
- 15.13 Counterparts:** This Agreement may be entered into in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed and delivered at least one

counterpart to the other. Each counterpart, when executed and delivered, shall constitute an original, but all counterparts shall together constitute one and the same instrument.

Signed for and on behalf of;

Signed for and on behalf of;

RNS Consultants

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Signature

Signature

.....

.....

Print name

Print name

.....

.....

Date

Date

.....

.....

Schedule 1 – The Service

Start date 200X, period 12 months

Service type	Bronze
Telephone Hotline	8:30 – 5:00 Mon-Fri 4hr Max Response
Onsite Support	8:30 – 5:00 Mon-Fri NBD Max Response
Network Administration	8:30 – 5:00 Mon-Fri 4hr Response
Annual Cost	£x,xxx.00

What is included:

Remote Network Support:

Access to the support helpdesk who will use remote access tools to quickly resolve system issues.

Pro-Active Support:

Monitoring of servers to alert the support helpdesk of system issues.

Managed Anti Virus:

Anti virus installed & configured to automatically update definitions & tuned to maximise system performance

No Charge For On Site Visits:

In the event of a system issue which cannot be resolved remotely an engineer will be sent on site to resolve it

Unlimited Support Calls

Contact us as often as you need to, consider us part of your business.

Support for Permanent VPN links

VPN links via the internet to satellite offices to be monitored and supported

Schedule 2 - Hardware maintenance (Optional)

Repair service (including supply of all spare parts) will apply only to the following equipment:

xxxxxxx	xxxxxxxxxxxxxxxx	xx
xxxxxxx	xxxxxxxxxxxxxxxx	xx
xxxxxxx	xxxxxxxxxxxxxxxx	xx
xxxxxxx	xxxxxxxxxxxxxxxx	xx

Annual cost £x,xxx.00

Repair of all other hardware will be at the discretion of RNCS, the cost of all replacement parts (and/or the cost of replacement of the equipment) will be the responsibility of the Customer. RNCS will make a charge at normal ad-hoc rates for time incurred in repairing equipment.

Schedule 3 – Supported software

Server

XX
XX
XX
XX
XX
XX

Client

XX
XX
XX
XX
XX
XX

Third party supported software

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Schedule 4 – Supported hardware

See attached schedule