

FORM C

MANAGED SUPPORT SERVICE

These are the Terms and Conditions for the Managed Support Service as supplied to you by Unique ICT Limited. You agree and acknowledge that at all times the Managed Support Service Acceptance Form and this Form C, including the Terms and Conditions herein, shall be read in conjunction and form part of the General Terms and Conditions of Unique ICT Limited (Form A), of which you hereby acknowledge receipt. For the avoidance of doubt, if there is a conflict between this Form C and the General Terms and Conditions, the provisions of this Form C shall prevail.

1. DEFINITIONS

In this Agreement:-

“Goods” means any hardware, software or documentation;

“Charges” means those pursuant to the Managed Support Service Acceptance Form annexed to the General Terms and Conditions (“Form A”);

“Content” means, but is not limited to, all images, designs, fonts, sounds, and graphics, in whatever formats, electronic or otherwise;

“Remote Access” means the access of your Website and/or PC by us from our offices;

“Software” means any operating system software but including application software.

2. DURATION OF AGREEMENT

This Agreement shall last a minimum of 12 months (“Minimum Term”) and thereafter until terminated in accordance pursuant to Clause 16 of Form A.

3. OBLIGATIONS OF UNIQUE ICT LIMITED

Further to the provisions of Clause 4 of Form A, we will:-

- 3.1. provide a system and set-up to bring your systems into a manageable state (if needed). To include but not limited to site visits to all your locations, compiling a complete inventory of all hardware and software and creation of a database for this. Such set-up service is subject to a small charge payable pursuant to Clause 12.1.2 herein and Clause 6 of Form A;
- 3.2. use our best endeavours to provide a prompt maintenance service for all software and hardware problems you may have, including but not limited to, dealing with supplier issues on your behalf, pursuant to the terms herein;
- 3.3. save as to the provisions of Clause 7 herein, use our reasonable endeavours to respond to your problem within the agreed response time;
- 3.4. perform preventative maintenance on all hardware at 6 monthly intervals (unless otherwise agreed); to include cleaning, running disk utilities and deleting temporary files;
- 3.5. provide you with the latest versions of any software required for your system and/or network, including software licence compliance and renewal notification, subject always to the provisions of Clause 5.2 herein;
- 3.6. notwithstanding the provisions of Clause 3.5 above, should we receive written instructions from you to renew any licences, you agree that we will act as your agent only, and you further agree that the cost of the renewal, if incurred by us, is payable in addition to your annual fee pursuant to Clause 12 herein.

4. YOUR OBLIGATIONS

Further to the provisions of Clause 5 of Form A, you warrant that you will:-

- 4.1 provide all information necessary for us to fulfil our obligations under this Managed Support Service Agreement;
- 4.2 provide us with written authority, including all usernames and passwords, necessary to remotely access or control your servers, desktops and/or network by secure connection pursuant to Clause 6 herein;
- 4.3 notify or otherwise bring to our attention such problems that may reasonably affect our ability to perform our obligations arising under these Terms and Conditions;
- 4.4 provide a safe and suitable work environment pursuant to Clause 7 herein;

4.5 pay all charges to include the set-up charge (if applicable) pursuant to Clause 12 herein.

5. TELEPHONE/EMAIL SUPPORT

5.1 Notwithstanding the generality of Clause 3 above, by subscribing to this service we will provide unlimited telephone and email support to you between our normal hours of work (excluding public holidays).

5.2 Save as always to the provisions of Clause 5.1 above, we retain a list of supported applications and will use our best endeavours to assist with any computer problems you may have arising under this Agreement, save as to those under other software support agreements provided by the software manufacturer. You hereby acknowledge and agree that:-

5.2.1 this Agreement does not negate your obligation to retain such other agreements; and

5.2.2 in the event that we are subject to any liability, arising out of any failure to fulfil your obligations arising under 5.2.1 above, the provisions of Clause 10 herein and Clause 9 of Form A shall apply.

6. REMOTE SUPPORT

6.1 There are times when assisting you by telephone and/or email will not be sufficient. Accordingly, you hereby agree that:-

6.1.1 we may remotely access or control your servers, desktops and/or network by secure connection, such matters to include but not limited to checking that backups have run, your anti-virus software is up to date on all your workstations, and archiving your data;

6.1.2 we may perform any user maintenance tasks, and you further agree to provide all appropriate usernames and passwords;

6.1.3 should your system infrastructure not be suitable or compatible, we may arrange installation and configuration for you.

6.2 Notwithstanding the generality of sub-Clause 6.1.1 above and subject always to the provisions of Clause 11 of Form A, we will, if you so instruct us to do, archive your data for the purposes of disaster recovery. In the event of equipment failure or data corruption, we will use our best endeavours to restore the data from the most recent archive source. To that end, you agree:-

6.2.1 that you will retain an up-to-date copy of your most recent data on your premises;

6.2.2 you further agree and acknowledge that:-

6.2.2.1 to facilitate the achieving of your data, the service may be taken off-line. Save that in the event of the service having to be off-line for more than one hour, we will use our best endeavours to notify you in reasonable time. However, in the event that we are prevented or unable to contact you, for whatever reason, we accept no liability for loss of data or interruption of service to you.

6.2.2.2 Acknowledge and agree that unscheduled maintenance may need to be performed without notice; in such circumstances we accept no liability for loss of data, loss of utility, or interruption of service to you.

6.3 Save as to the generality of this Clause 6, should Unique ICT Limited be subject to liability or claim arising out of the aforementioned Clauses, the Parties agree that the provisions of Clause 11 herein and Clause 8 of Form A shall apply.

7. ON SITE SUPPORT

7.1 Should hardware need replacing or in the event that it is not possible to resolve a problem via telephone/email or by remote access pursuant to Clause 6 above, then an on-site visit by one of our technicians will be necessary. To that end, we will:-

7.1.1 further to you notifying us by telephone/email, provide you with a response time wherein our technician will be on-site dealing with the problem, dependent on the severity of the occurrence;

7.1.2 notwithstanding the provisions of Clause 7.1.1 above, for the purpose of clarity such response time shall be limited up to a maximum of 24 hours (usual response within 4 hours).

7.2 You hereby agree that for the purposes of this Clause 7 you will:-

7.2.1 provide a clear explanation of the occurrence or problem;

7.2.2 provide all access codes and further information pursuant to Clause 4.1 above and Clause 5 of Form A;

7.2.3 pursuant to Clause 12 herein and Clause 6 of Form A, pay any and all additional expenses incurred by us arising under this Clause 7, to include cost of hardware and all new software applications, save as always to the provisions of Clause 4.2 herein.

8. SERVER MONITORING

8.1 Should you request, as part of this Agreement, we will:

8.1.1 configure an existing server on your site or provide a server for installation, if necessary, should no existing site server be suitable, that will collect and monitor server performance information, and other services set up as required;

8.1.2 set limits which, if broken, will notify us and accordingly we will respond as soon as practicable to investigate and attempt to rectify any problem;

8.1.3 group all business critical systems according to functionality to provide quicker response to potential problems; and

8.1.4 monitor all captured data for trends that may indicate when future performance may be compromised;

8.2 Notwithstanding the provisions of Sub-clause 8.1.1 above, should you decide that we will provide a server for installation upon your site, you further acknowledge and agree that you will pay our charge for the server and all costs relating to equipment pursuant to Clause 12.1.2 herein.

8.3 Further to the provisions of Sub-clause 8.1.2 above, you acknowledge and agree that such unscheduled maintenance work undertaken to resolve any problem may be performed without notice; in such circumstances we accept no liability for loss of data, loss of utility or interruption of service to you.

9. SUSPENSION OF SERVICE

9.1 We may from time to time and without notice suspend the service, should you at any time fail to comply with the Terms of the Agreement (including, but not limited to, failure to pay charges when due); and

9.2 Notwithstanding the generality of the above, during any suspension of service under this Clause 9 you agree that you will remain liable for all charges due throughout the period of suspension.

9.3 Should there be a failure to comply with the Terms of this Agreement, you agree that we may terminate this agreement without notice pursuant to Clause 16 of Form A.

10. INDEMNITIES

10.1 Further to the provisions of Clause 9 of Form A, you hereby agree to indemnify Unique ICT Limited and its employees and/or agents against the following, to include but not limited to, all expenses incurred by Unique ICT Limited on top of those provided for under this Agreement, any failure on your part to hold any respective licences, and all liabilities including but not limited to liability for the infringement of the copyright of a Third Party and/or misuse of data of any kind howsoever arising from the Managed Support Service.

11. LIMITATIONS

11.1 This Clause is subject always to the provisions of Clause 8 of Form A, save that you further agree and acknowledge that under no circumstances will Unique ICT Limited be liable for:-

11.1.1 loss of data;

11.1.2 any indirect, consequential, special or exemplary loss (whether foreseen or not) arising from the Managed Support Service.

12. PAYMENT

12.1 At all times, all charges shall be payable pursuant to Clause 6 of Form A, save that you further agree:-

12.1.1 to pay the charge for the Managed Support Service annually in advance ("Annual Charge") unless otherwise agreed;

12.1.2 pay all expenses, to include but not limited to the set-up charge (if applicable), in addition to the Annual Charge, incurred by us within 30 days thereof.

12.2 Notwithstanding the provisions of the above Clause 12.1, the Parties hereby agree that Clause 6.4 of Form A shall not apply until the minimum term has terminated, save that notice of any change under Clause 6.4 of Form A shall be given within 3 months of the termination of the term.

13. CONTACT

13.1 For information about these Terms of Use, and other services we offer, please contact:-

Unique ICT Limited
8 Admirals Court
Rose Kiln Lane
Reading
RG1 6SW
Tel: 07812 018 588
Fax: 0870 762 8832
Email: info@uniqueict.com
Web: www.uniqueict.com

13.2 Please also use the above contact information if you want to notify us of copyright infringement or any matter regarding the Managed Support Service.