

SICL SUPPORT MAINTENANCE AGREEMENT

Between SICL Limited 'SICL' or 'the Company' and 'the Customer'

1. SERVICE PROVIDED
- SICL shall supply system support to the Customer in respect of Equipment and Systems set out in the attached Support Specification as amended from time to time ('the Equipment' & 'the System') on the terms and conditions set out below.
- 1.1 The response times to incidents logged with SICL between the hours of 0800 hours – 1800 hours on Monday to Friday (excluding all UK statutory holidays) shall normally be 8 plus 8 hours. Other cover may be contracted for and specified in the Support Specification. For response time purposes, call-out periods are deemed to run consecutively and calls received outside the call-out period will be deemed to be received at the start of the next call-out period.
- 1.2 SICL shall configure the System as necessary to allow dial-in support. Dial in access will be on demand and enabled by the customer following a legitimate request from the company.
- SUPPORT SERVICES
- 1.3 Upon receipt of notification from the Customer that there is an incident SICL will initially respond by telephone, within the response time stated in the Support Specification in order to attempt to resolve the incident or obtain further diagnostic information.
- 1.4 Should SICL decide after the telephone contact that the incident might be resolved with dial-in support; SICL will use its reasonable endeavours to respond remotely within the response time specified in the Support Specification from the time the original request for service was made.
- 1.5 Should SICL decide after telephone and/or dial-in contact that a site visit is necessary to rectify the incident SICL will use its reasonable endeavours to place a Technician on the Customer's site within the response time specified in the Support Specification from the time the original request for service was made.
- 1.6 Scheduled preventative maintenance routines may be carried out at intervals determined at SICL's discretion and as specified in the Support Specification. These routines will be carried out at times agreed between SICL and the Customer.
- 1.7 In the event of the incident being due to hardware, SICL will advise as far as possible the nature of the problem. The Customer will be responsible for arranging the relevant repair arrangements. Following the replacement/repair of the hardware SICL will, if necessary, re-install operating systems and software from media provided by the Customer.
- 1.8 In certain circumstances and at its discretion SICL will provide the Customer with 'loan' equipment. Such equipment will remain the property of SICL. It is the responsibility of the Customer to maintain the loan equipment in its original condition and to ensure that it is fully insured.
- 1.9 In all instances Customer Data will only be restored from a back-up supplied by the Customer. It is the Customer's responsibility to interrogate the back-up logs for any failure and to inform SICL immediately. SICL will not take responsibility for the integrity of any data restored.
- 1.10 SICL will at its discretion advise the Customer of fixes and service pack upgrades relevant to their system and install if appropriate.
- 1.11 The maintenance services shall not include the following (unless specified in the Support Specification):
- 1.11.1 The repair or replacement of hardware or consumables.
- 1.11.2 The rectification of incidents due to software errors including viruses not included in the Support Specification.
- 1.11.3 The rectification of incidents due to the installation or upgrading of software not included in the Support Specification.
- 1.11.4 The rectification of incidents due to the Customer moving the equipment or making any alterations to the equipment other than repairs under the manufacturer's warranty.
- 1.12 SICL will maintain a record of IT equipment covered by the Support Specification and with the customer's prior authority will mark each item with a support tag number to aid identification.

2. CUSTOMER OBLIGATION

The Customer will:

- 2.1 Ensure that environmental and supply conditions suitable for the Equipment are maintained in accordance with the recommendations defined by the Equipment Manufacturer and will keep the Equipment clean and in good condition.
- 2.2 For on site maintenance purposes allow SICL reasonable access to the Equipment, provide adequate working space and facilities for SICL's employees or agents and co-operate with them in the diagnosis of System and Equipment malfunctions.
- 2.3 For dial-in support purposes, ensure that the communication equipment is able to be connected at all times and any specific configurations or settings to allow dial-in support are unchanged. The connection will be on demand and enabled by the customer following a legitimate request from the company. In the event that SICL is unable to make a connection and it is due to the removal or disconnection of communication equipment or settings, any subsequent site visit will be chargeable at SICL standard rates.
- 2.4 Provide designated contacts for the reporting of incidents and ensure competent staff are available to assist with remote support.
- 2.5 Keep and operate the Equipment and System in a proper and prudent manner and ensure that only competent staff are allowed to operate it.
- 2.6 Not modify or move the Equipment or System nor make any addition or adjustment to it which requires modification to any configurations or system settings.
- 2.7 Notify SICL in writing of any problem regarding SICL's performance of the contract and allow SICL to rectify any breach of its duties within 30 days.

3. DURATION

Save as herein before provided and as set out in Clause 6 below this Agreement and will continue for the duration of the contract from the commencement date as defined in the contract Duration of Cover and thereafter will continue until the expiry of three calendar months notice of termination given in writing by either party.

4. CHARGES

SICL's charge in respect of the Equipment and/or System will be as stated in the Contract Charges for the duration of this Agreement. SICL will give three months written notice of any variation thereafter.

The charges shall not include the accommodation and subsistence expenses of SICL's employees incurred in the provision of the maintenance services. The charge shall be levied by SICL annually in advance unless specified otherwise in the Contract Charges. Any additional charges shall be payable by the Customer in 30 days of the date of an invoice therefore.

SICL reserves the right to charge the Customer interest in respect of late payment of any charges or additional charges due under this agreement at the rate of 5% per annum above the base rate from time to time of HSBC from the due date until payment.

Any VAT on the charges shall be payable in addition by the Customer.

5. WARRANTY

5.1 All conditions and warranties whether express or implied by statute or otherwise shall be construed subject to these conditions and insofar as they are inconsistent therewith, shall be excluded.

5.2 SICL warrants only that it will use its best endeavour to extend to the Customer the benefit of any guarantee, condition or warranty which may have been given to SICL by any other person or otherwise implied in SICL's favour in relation to the Equipment and/or System and of any other rights or remedies SICL may have against any person in relation to the Equipment.

5.3 Save for liability for death or personal injury arising from SICL's negligence (which is not excluded), SICL's obligations under paragraph 5.2 above shall constitute the full extent of SICL's liability in respect of any loss or damage sustained by the Customer whether caused by any breach of this Agreement or by misrepresentation or by the negligence of SICL, its employees or agents, or arising from any other cause whatsoever and SICL shall not be liable for any consequential, economic, direct or indirect loss suffered by the Customer arising there from.

5.4 Without prejudice to the generality of paragraph 5.3 above the Customer undertakes to ensure that its employees and any other persons who use the Equipment/System receive adequate training in the safe use of the equipment/system.

SICL warrants that the maintenance service will be carried out by competent employees or agents and using parts of satisfactory quality and that SICL will rectify any errors or defects within a reasonable period of receiving notice of the same from the Customer.

SICL and the Customer acknowledge that liability for injury to or the death of any person caused by negligence shall not be limited or excluded by this agreement.

5.5 Neither SICL nor the Customer shall be liable to the other for any claims for any indirect or consequential losses whether arising from negligence or otherwise. In no event shall SICL's liability under this agreement exceed £50,000.00

Subject to the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the performance by SICL of the maintenance services are hereby excluded.

5.6 Neither party shall be under any liability or delays attributable to causes beyond its reasonable control.

6. DEFAULTS

6.1 If the Customer shall fail to make punctual payments for this or any other service or goods provided by SICL, SICL reserves the right to withhold service until payment is made.

6.2 Either party shall have the right to terminate this agreement if the other is in material breach of its obligations under this agreement and does not rectify such breach within the 30 days after receiving written notice from the other party requiring it to do so. Termination shall not affect any of the rights of either party.

6.3 If the Customer commits an act of bankruptcy or goes or is put into liquidation (other than solely for the purpose of a solvent amalgamation or reconstruction) or if a receiver or administrator is appointed over any part of the Customer's assets or if the Customer suffers a seizure of any property for non-payment of any debt, then SICL may immediately terminate the agreement without notice and all payments for services already supplied shall immediately become due.

7. PERSONNEL

Both SICL and the Customer will be responsible for the supervision, direction and control of its own staff.

SICL's employees should not be subjected to either verbal or physical abuse in the course of carrying out the services of this contract. The Customer undertakes to treat the SICL's employees in a courteous manner. Any breach of this clause will entitle SICL to suspend provision of the services.

SICL and the Customer jointly agree that, without prior consent in writing, both parties shall not, whilst the contract is operational or within 12 months of the expiration of the contract (whichever shall be later), solicit, entice, procure, or seek to procure the services or employment of a member of staff employed by the other party.

8. NOTICE

Any notice given hereunder may be sent by post addressed to the party to be served at its Registered Office from time to time in being and any notice so sent by registered post shall be deemed to have been received by the party to which it is addressed at the time at which it would have been delivered in the ordinary course of post.

9. ASSIGNMENT

The benefits and responsibilities under this Agreement may be assigned or subcontracted by SICL as in its absolute discretion it thinks fit but the Customer shall not assign the benefits of this Agreement.

10. GOVERNING LAW

The validity, construction and performance of this Agreement shall be governed by the Law of England and the parties submit to the exclusive jurisdiction of the English Courts.

