

1. General

This document (the “Service Terms”) sets out the basis for IT services (the “Service”) as provided by Computer Forge Ltd (“CF”) to the client.

Specific details of the Service charges and other fees are set out separately in the service agreement (the “Agreement”).

Services are provided on a rolling monthly basis, unless otherwise stated in the Agreement, and will renew each month unless notification of termination is received by CF in accordance with the terms below.

These terms may be amended by CF from time to time, and the client notified in writing.

2. Scope of Service

2.1. Desktop Support

2.1.1. Setup, maintenance and support of workstations and user accounts, including:

- Installation of applications
- Updating of desktop operating systems and security patches
- Upgrading of hardware such as RAM and graphics cards
- Upgrading of software as necessary and in accordance with office policies
- Updating email accounts and group listings
- Setting up machines on the network
- Responding to user’s technical issues.
- Attending to issues and user queries in a timely and responsive manner
- Keeping users informed of issue status where appropriate
- Logging of all issues and actions
- Redirecting issues to other parties where appropriate

2.1.2. Remote Desktop Support is provided via the CF support portal, which will be available to client staff. Support queries will receive response typically within 4 hours

2.1.3. Hardware repairs (if included in the Agreement) will be made on site where applicable and are subject to separate arrangements with client

2.1.4. Hardware support refers to workstations, servers, routers, firewalls and switches and does not include fax, printers, video conference units or other hardware supported by other external suppliers. Some items may be covered by separate agreements.

2.1.5. CF will provide coordination assistance to suppliers when necessary.

2.2. Server Support

This service is provided on per server instance basis (physical or virtual) CF will monitor all servers included in the Service Agreement and produce regular reports. CF will provide OS, software and hardware configuration as required by client’s operations.

Emergency calls (complete outage of service) can be made to the office number +44 01628 421 639 and will receive a response within 4 hours. Charges will apply if the call is not an emergency.

2.3. Network Support

CF will maintain the network and network devices included in the Service Agreement. This includes:

- Configuration and maintenance of network routers, switches and firewalls.
- Re-patching of network ports to support client requirements.

2.4. Project-based Services

This section covers services charged on a project basis.

Any work falling outside of the scope of the services outlined above should be considered project work. The scope, time and rate of such project work will be agreed with the client in advance and require a signed purchase order form with a purchase order number.

Project work may include:

- Rebuilding and upgrading servers
- Setting up new offices or expansion of existing offices
- Out of hours work
- Emergency call outs
- Any other additional work requested and not incorporated in the scope of services outlined above

2.5. Service Limitations and Exclusions

CF's services do not include the following:

Warranty for loss of time, data or potential future work or any other work caused by the action or lack of action of any member of CF's team

Training in the use of software, including CAD, or operating systems, other than providing some general usability and orientation advice

The maintenance or configuration of printing, telephony, fax or dedicated video conferencing equipment, except where this is explicitly provided as a separate service

Warranty that backups are a true and verifiable copy of the practice's data

Warranty of the software licensing standards of the practice

Warranty or replacement of damaged equipment, except where explicitly stated in a separate agreement

Warranty or replacement of any lost, malconfigured or damaged software or software media

This list is not exhaustive and is intended as a guide only.

3. Other Statements

The client shall provide a safe and appropriate environment for any equipment supported by CF.

- 3.1. CF will not be accountable for any work or cost generated due to the failure of the client to provide an adequate environment or due to the negligence of the client or willful or accidental damage to equipment or systems by a member of the client's staff or a third party.
- 3.2. The Service does not cover the configuration and monitoring of operating systems or services installed by the client or any other parties
- 3.3. CF recommends that clients take backups of all data at regular intervals
- 3.4. CF will provide scheduled (ongoing support only for offices based within 20 miles from Central London. Any offsite work will need to be agreed separately. Travel and accommodation must be organised and paid for by the client.

4. Service Fees and Payment

- 4.1. Fees for the Service are detailed in the Agreement. For larger projects and installations instalment or stage payments can be arranged to spread the cost over a longer period. This will be detailed in the agreement issued. For larger projects a 50% deposit is required.

- 4.2. Any amendment to the Service fees will be provided to the client with reasonable written notice.
- 4.3. Fees will be invoiced in advance on a monthly basis unless an alternative payment term is set out in the Agreement.
- 4.4. Payment for Services must be received within 14 days of the invoice date.
- 4.5. Time for payment shall be of the essence.
- 4.6. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 4% above base rate from time to time in force and shall accrue at such a rate after as well as before any judgment. We may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

5. Goods, Materials and Delivery

- 5.1. The quantity and description of Goods or Materials to complete any works undertaken by CF shall be set out in a quotation and finalised in the Agreement issued.
- 5.2. Delivery of Goods or Materials will be by the means and timescales stated in our quotation and finalised in our Agreement. All Goods or Materials will be delivered to CF business address to ensure that all ordered goods are complete.

6. Title and Risk of Goods and Materials

- 6.1. Risk in the Goods or Materials ordered shall pass to the client once transferred onto the clients business premises.
- 6.2. Title in the Goods or Materials shall pass to the client on payment in full of the cost. Where the client has paid by cheque or credit or debit card, "payment in full" means that the funds have reached CF's bank account.
- 6.3. Until title in the Goods or Materials has passed to the client, the client shall:-
 - 6.3.1. Hold such goods on a fiduciary basis as CF's bailee;
 - 6.3.2. Store such Goods or Materials separately from all other goods held by the client so that they remain readily identifiable.
 - 6.3.3. Not remove, deface or obscure any identifying mark or packaging on or relating to such Goods or Materials.
 - 6.3.4. Maintain such Goods or Materials in satisfactory condition and keep them insured on CF's behalf for their full price against all risks with an insurer that is reasonably acceptable to CF.
 - 6.3.5. If, before title to the Goods or Materials passes to the client, and they are unable to pay their debts as they fall due or admit inability to pay their debts or they are deemed unable to pay their debts, they enter into any voluntary arrangement or any other compromise or arrangement with their creditors or has a petition for a winding-up order or a winding-up order made against them or an application is made to court or an order is made for the appointment of an administrator over them, a person becomes entitled to appoint a receiver over their assets; or they are struck off from the Register of Companies or an application is made for them to be struck off; or they cease to exist (but excluding death) or cease or threaten to cease on all or substantially the whole of their business then provided that such Goods and Materials

have not been resolved and without limiting any other right or remedy CF may require the client to deliver up such Goods or Materials if they fail to do so promptly enter any premises of the client or of any third party where the relevant Goods or Materials are stored in order to recover them.

7. Situations or events beyond CF's control

There are certain situations or events which occur which are not within CF's reasonable control (some examples are given in the next numbered paragraph). Where one of these occurs we will normally attempt to recommence performing the Services as soon the situation which has stopped us performing the Services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue performing the Services.

7.1. The following are examples of events or situations which are not within in our reasonable control:

- 7.1.1. If Goods or Materials that are ordered are not delivered on the date or time agreed with the supplier of the Materials (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier);
- 7.1.2. Where the client makes a change in the Services they wish CF to perform (and this results in, for example, CF having to do further work or wait for new or different Goods or Materials);
- 7.1.3. Where CF have to wait for other providers of services (who have been engaged by the client) to complete their work before we are able to perform the Services (or the relevant part of the Services dependent on the other provider if ordered at short notice);
- 7.1.4. Where CF are unable to gain access to the Premises to carry out the Services at the times and dates they have agreed with the client;
- 7.1.5. Where the areas in the Premises have not been readied by the client as per prior agreement for CF to perform the Services;
- 7.1.6. For other some unforeseen or unavoidable event or situation which is beyond CF's control.

7.2. If the delay in CF recommencing performing the Services will be excessive then it will offer the client option of either:

- 7.2.1. Continuing to wait until CF are able to recommence performing the Services. If the client is required to make any payments during this period (for example if CF and the client have agreed that the client will pay in staged amounts) then CF will not require the client to make any payments required until CF are able to recommence performing the Services; or
- 7.2.2. Allowing the client to cancel the contract. If they choose this option then the client will only have to pay for any Services CF have performed up to the date of cancellation and for any Goods or Materials for which CF have a legal obligation to pay. If the client has made payment(s) to CF in excess of the amount of Services they have performed or Goods or Materials purchased, CF will return the difference to the client within 14 days of cancellation.

8. Disputes

8.1. Declaration of a dispute In the event that either party believes there to be a serious breach of the terms of this Agreement then details of such dispute should be notified to the other party in writing.

- 8.2. Meeting to resolve the dispute: Upon notification of the dispute the principals of each party shall meet within a week to attempt to resolve the issue.
- 8.3. Payment during dispute: If the dispute has not been resolved within one week of the other party being notified, both the client and CF will continue to provide services and prompt payment until the dispute is resolved.

9. Termination of Revision of Services

- 9.1. Notification of termination or a revision of the Agreement must be received at least 1 month in advance in the first 3 months from signing the Agreement and at least 3 months in advance in the first thereafter.
- 9.2. Prior termination of the Agreement by the Client will incur cancellation fees totalling the remaining fees payable for the contract duration, except in cases when CF can be proven to be in serious breach of these Terms and Conditions.

10. Confidentiality and Security

- 10.1. CF will treat all the client's information as strictly confidential unless otherwise agreed in writing.
- 10.2. Security of the servers and all IT equipment is reliant on the client having appropriate security in place. CF takes no responsibility for the security of the hardware, services or data stored on this equipment.
- 10.3. CF takes no responsibility for the security of the operating systems installed on the Servers or Desktop machines by third parties.

11. Restrictive Clauses

Employment - Both parties agree not to either directly or indirectly approach any employee or former employee of the other party, including up to a period of 3 months after such an employee has left the employment of either party:

- with an offer of employment
- to encourage or participate in any discussion of potential employment, and
- to enter into any other partnership of association.

12. Intellectual Property

All services, configuration, documentation and other material provided by CF with relation to services provided to the client are considered the intellectual property of CF unless stated otherwise in writing.

13. Force Majeure

Neither party shall be liable for failure to perform its obligations under the terms of this Agreement if such failure results from circumstances beyond the party's reasonable control.

14. Liability

The total liability of CF to the client as a result of any breach of any terms of the Agreement shall not exceed the service charge paid by the client to CF over a period of 3 months.

In the event, neither party shall in any event be liable for indirect losses or consequential losses or losses of profit by the other party of any third party.

All Goods and Materials which are transferred to the clients ownership will be guaranteed under the Manufacturer's Warranty.

15. Third Party Rights

A person who is not a party to this agreement shall not have any rights under or in connection with it.

16. Entire Agreement

The Service Terms and the Agreement constitute the entire agreement and understanding between the parties relating to the Services provided by CF and supersede and extinguish all previous agreements, arrangements and understandings between them, whether written or oral. The client agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in the Service Terms or the Agreement.

17. Governing Law

The Service Terms and the Agreement and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this letter agreement or its subject matter or formation (including non-contractual disputes or claims).