

## Comprehensive Service/Maintenance Agreement

### Terms and Conditions

1. The **CUSTOMER** agrees to have the Equipment/Software maintained and serviced by Network Maintenance Limited; now referred to as **NM**, in accordance with the terms and conditions of this agreement and to pay the annual, quarterly or monthly maintenance payment in force at the commencement of each period as specified by **NM**.

Payment Terms Either A or B

2 (A) Annual invoices will be rendered by **NM** to the **CUSTOMER** within 30 days before the anniversary of this agreement in any year and shall be payable on such anniversary date. Within 30 days from such anniversary date interest shall become payable at a rate of 2.5 per cent, per month on any sums outstanding. Without prejudice to the **NM's** right of payment of such invoice with interest thereon, if within 30 days of the said anniversary date any sums remain unpaid, **NM** shall have no option to treat this agreement as terminated and if exercising such an option shall notify the **CUSTOMER** accordingly.

(B) **NM** will render monthly or quarterly invoices to the **CUSTOMER** on or around the 1st of every month. Any amount outstanding after 30 days shall have interest added at the rate of 2.5% per month on any outstanding amount without prejudice to **NM's** right to payment of such invoice together with interest thereon. If within 30 days of said invoice date any sum remains unpaid, **NM** shall have the option to treat this agreement as terminated and if exercising such option shall give notice to the **CUSTOMER** accordingly.

3. Any taxes, duties or other imports in respect of any services rendered by **NM** to the **CUSTOMER** shall be payable by the **CUSTOMER**.

4. **NM** reserves the right to make a further charge to the **CUSTOMER** to cover all or any part of the cost of providing workshop repairs of Equipment/Software more than THREE years of age. An estimate will be submitted by **NM** to the **CUSTOMER** prior to any changeable work being carried out.

5. In consideration of the maintenance payments from the **CUSTOMER** to **NM**, **NM** agrees to maintain the Equipment in proper operating condition as set out below and to replace any parts and exchange any electronic components, at **NM's** cost, where deemed necessary, and considered within economic repair by **NM**. Any parts or components that have been replaced or exchanged shall become property of **NM**.

6. This is intentionally blank.

7a. Maintenance will be performed during normal business hours (9 AM to 5.30 PM - Monday to Friday). The Equipment will at that time be thoroughly checked and adjusted.

7b. **NM** will use its best endeavours to ensure a 4 or 8-hour response to Hardware/Software failure and to provide a fix/loan within 48 hours.

8a. The following service will not be provided:

i) Service required due directly or indirectly to damage caused by accident, neglect, misuse, alteration to the Equipment/Software and unfavourable or unrecommended environmental conditions, electrical fluctuations, or improper power supplies or failures in work performed by anyone other than an approved representative of **NM**, or due to wilful damage or any force of nature or riot;

ii) Work which in the opinion of **NM** is impractical to perform owing to alteration in the location of the Equipment/Software or connection to non-approved devices or equipment. Where for what ever reason the **CUSTOMER** alters the location of the Equipment any costs and the risk of dismantling, removal and reinstallation of such Equipment/Software shall be with the **CUSTOMER** and any such dismantling, removal and reinstallation will not form part of this agreement.

iii.) Changes in specification, unless agreed in advanced.

iv) Service required owing to the use of supplies /consumables not approved by **NM**;

v) Failure to comply with the technical and environmental installation conditions recommended by the manufacturer or **NM**;

vi) All costs for any call made to fit supplies/consumables, which will be charged separately to the user;

8b. Any maintenance or service under this agreement shall be performed on the **CUSTOMER'S** premises unless in the opinion of **NM** the work should be performed in its own service workshops. The **CUSTOMER** agrees to give **NM** or its representative or agent full and free access to the Equipment/Software and the necessary time for testing the whole of the Equipment/Software.

9a. The responsibility for correct installation and configuration of software or hardware not installed by **NM** will lie with the 3<sup>rd</sup> Party Supplier.

9b. Equipment will only be covered by this contract at the locations stated in the maintenance schedule. Any alterations to the locations of such equipment will be with **NM** approval.

10. Any Portable equipment such as Laptops and associated peripherals on the contract requiring servicing will be required at the contract address unless the **CUSTOMER** agrees to pay the standard hourly rate and travelling expenses for servicing at an alternative site.

11a. Termination of contract:

i) This Agreement shall continue until terminated by either party giving to the other not less than three months written notice.

ii) If this agreement is terminated by either **NM** or the **CUSTOMER** no refund of any payment will be made.

iii) If the **CUSTOMER** is in material breach of any of the terms of this agreement **NM** shall have the right to treat this agreement as terminated forthwith and in such event will inform the **CUSTOMER** accordingly.

iv) Without prejudice to **NM's** legal rights and remedies, **NM** shall be entitled to treat this agreement as repudiated by the **CUSTOMER** if the **CUSTOMER** fails to pay the full price or the relevant part thereof when due, or is in breach of any other condition hereunder. Non-enforcement as above by **NM** shall not be deemed to be a waiver by **NM**, which may be enforced unless the **CUSTOMER** remedies any breach.

12. Without prejudice to **NM's** legal rights above, if the **CUSTOMER** enters into liquidation whether voluntary or compulsory, has a receiver or administrator appointed over the whole or part of its assets or enters into any scheme of administration with its creditors, this agreement will terminate automatically on the occurrence of any such event as aforesaid.

13. Without prejudice to **NM's** right of termination under sub clause 11 above. If at any time prior to delivery and installation the **CUSTOMER** wishes to revise the Specification or to make any addition thereto, the **CUSTOMER** shall be entitled with consent in writing of **NM** to make any such alteration or addition and thereupon **NM** shall furnish the necessary details to the **CUSTOMER** within thirty days of receipt of the **CUSTOMER'S** request, but shall not implement any such variation until instructed so to do in writing by the **CUSTOMER**. Any increase in price as a result of any such variation or addition shall be payable accordingly.

14. **NM** shall use its best endeavours to ensure that prompt maintenance shall be carried out on the Equipment, but shall not be liable for any delay or failure in the performance of its obligations hereunder and shall not be liable for the consequences of any such delay or failure caused by circumstances beyond **NM** control.

15. Its obligations and liabilities as stated herein hereunder shall limit **NM's** liability. No obligations, warranties, representations, conditions or undertakings, whether statutory or otherwise expressed or implied,

shall be deemed to be incorporated in this agreement save as cannot be excluded by law.

16. The laws of England shall govern this contract and the parties hereby agree to submit to the jurisdiction of the English courts.

17. Any notice required to be given hereunder shall be given in writing by first class post delivered to the address of the parties set out overleaf and shall be deemed to be delivered within two days of posting as aforesaid.

18. The **CUSTOMER** may terminate this agreement upon giving 90 days written notice if **NM** increases the agreed cost by more than 10%, in any one year, unless the amount of such increase is justified by an equivalent increase in the cost of supplying the services.

19a. **NM** shall not be liable for consumable items, including keyboards mouse devices, ribbons, toner cartridges and fuser assemblies, type elements, printer platens and printer heads, diskettes and recorded data. It is the **CUSTOMER'S** responsibility to check that apparent faults are not due to failure or exhaustion of consumable items, and it is recommended that the **CUSTOMER** keeps at least one spare ribbon, toner cartridge and type element as appropriate for this purpose.

19b. Any failure of equipment due directly or indirectly to the failure by the **CUSTOMER** to replace consumable items, as specified by the manufacturer or in clause 19a, shall be the responsibility of the **CUSTOMER**. Any costs incurred by **NM** as a result will be passed on to the **CUSTOMER**.

20a. **NM** shall not be responsible for or be under any obligation to repair or give support in respect of any data corruption and in the event that the **CUSTOMER** requires any software support in respect of such data corruption this shall be at the cost of the **CUSTOMER**.

20b. **NM** reserves the right to charge, at the rate prevailing at the time, for any software problems created by user error or system corruption caused by the **CUSTOMER'S** own failure to carry out instructions relating to software support.

20c. The **CUSTOMER** shall be responsible for ensuring that full details of any errors relating to the operation, system error code any details of any final action causing faults is passed to **NM**.

20d. This is intentionally blank.

20e. The **CUSTOMER** shall be responsible at all times for the provision, taking and verifying of regular and adequate backups. **NM** shall not be liable for any loss of information or revenue caused as a result. Any costs incurred by either party in the reinstatement of supported systems will be born by the **CUSTOMER**.

20f. The **CUSTOMER** shall be responsible at all times for the provision and updating of Anti-Virus protection software. **NM** shall not be liable for any loss of information or revenue caused as a result. Any costs incurred by either party in the reinstatement of supported systems will be born by the **CUSTOMER**.

21. **NM** will only give Software Support under this agreement directly to individuals employed by the **CUSTOMER** where **NM** has previously trained such individuals.

22. This agreement provides for telephone, and where applicable, dial-in support in regard of supported software. Any site visits due to unsupported software related failures are carried out by **NM** are at **NM's** discretion and may be chargeable at **NM's** daily rate for such service together with relevant and reasonable accommodation and travelling expenses. Training of users who are unfamiliar with applications will not be undertaken over the phone and if given whilst on site will be chargeable.

23. Any alterations or additions to this contract to be signed by both parties and notified on the Maintenance Schedule.