



SPECIFIC TERMS AND CONDITIONS FOR IT SUPPORT

Under this Agreement CURVEBALL SOLUTIONS UK LTD shall perform the Service on the Equipment and software as detailed in the Schedules to this Agreement in accordance with the Terms and Conditions herein together with our General Terms and Conditions, the IT Support Contract and Appendix A ("the Agreement") which also form a part of these Terms and Conditions.

1 DEFINITIONS

In this Agreement (which includes the Schedules and our General Terms and Conditions) the following words and expressions shall where the context so admits is deemed to have the following meanings:

"Charges" means the annual amount payable by the Customer for the Service as detailed in the IT Support Contract and subsequent amendments.

"Commencement Date of the Service" means the date upon which the Service shall commence and the date from which the Charges shall apply which are stated in the IT Support Contract.

"Cover Period" unless stated otherwise in the Schedules the cover period within which the Customer may receive Service under this Agreement will be 08:00 to 17:30 hours Monday to Friday excluding such Bank and Public Holidays which operate in the country in which the Customer's Premises are based.

"Customer" means the party as detailed in the IT Support Contract of this Agreement to whom We have agreed to perform the Service in accordance with these Conditions.

"Customer's Premises" means the address or addresses of the place or places, as detailed in the IT Support Contract (and their agreed revisions from time to time), where the Customer operates the Equipment.

"Equipment" means the items of equipment as detailed in the IT Support Contract of this Agreement.

"IT Support Contract" means the contract signed by the Customer and Us to provide the agreed IT Support Services for the agreed contract term.

"Response" means the maximum elapsed time from the time at which the fault call is logged by

the Customer with Us to the time that an engineer commences troubleshooting to resolve the fault either by telephone, remote access or dispatch of a technician to site.

"**Service**" means the services described within this Agreement and referred to in the Schedules and form part of these terms and conditions.

"**We**" "**Us**" "**Our**" means Curveball Solutions UK Limited whose address is at Unit 8, Deacon Business Park, Moorgate Road, Knowsley, Liverpool, Merseyside, L33 7RX, Company No. 09310243.

2 CUSTOMERS OBLIGATIONS

- 2.1 The Customer shall provide full and free access to the Equipment for the purposes of performing the Service together with such information and assistance as is reasonably required by Us to enable Us to perform Our obligations under the terms of this contract.
- 2.2 The Customer shall make available to the Support Engineer consumable materials (e.g. paper) that may reasonably be requested in order to perform the diagnostic tests.
- 2.3 The Customer shall be responsible for ensuring the Equipment and any removable magnetic or optical media is cared for and operated in accordance with the manufacturer's Recommendations.
- 2.4 Where Our recommendations to resolve faults and/or improve performance are not followed, We reserve the right to charge on a time and materials basis to recover costs incurred to resolve/remedy the issue on behalf of the Customer.
- 2.5 During the period of this Agreement and for a period of twelve months from termination of this Agreement for any reason, the Customer will not employ or offer employment to any person employed by or acting on behalf of Us. If the Customer is in breach of this condition, the Customer recognises that We will suffer substantial loss and will reimburse Us for such loss on a full indemnity basis inclusive of legal and other costs.

3 THE CHARGES

- 3.1 The Charges under this Agreement shall be paid by the Customer in pounds sterling 3 months in advance from the Commencement Date of Services.
- 3.2 If any sum due from the Customer shall not be paid within the payment terms agreed herein, then We shall be entitled, on written notice, to suspend the Service without adjustment to the Charges until such time as any amounts due shall have been paid.
- 3.3 We may vary all or any of its charges by no more than 15% per annum. Any service and support invoiced after an anniversary will be at the new prevailing rate.

4 PERSONNEL

- 4.1 The Customer will take all reasonable precautions to protect the health and safety of all personnel provided under this Agreement including where practical ensuring the presence of a Customer representative in the area where the Equipment is operating during the performance of the Service.
- 4.2 Our personnel provided under this Agreement will remain under Our management.

- 4.3 We shall take all commercially reasonable precautions to ensure that Our employees shall keep in complete confidence any information, or trade secrets of the Customer, its business or its clients of which they shall become aware as a result of performing their duties under this Agreement.

5 LIMITATIONS OF THE SERVICE

- 5.1 The following exclusions apply to the performance of the Service:
- 5.1.1 Corrective maintenance repairs that are required as a direct consequence of neglect by the Customer, equipment not subject to this Agreement, accident, failure of air conditioning plant, failure of electrical supply, lightning strike, act of sabotage, fire, flood or any causes other than normal use or as a consequence of unauthorised attempts by persons, other than Our service engineer, to repair, upgrade, maintain, relocate or modify, the Equipment;
- 5.1.2 The replacement of batteries including UPS batteries, CRT's for monitors, portable computer screens, printheads, consumables defined as such by the manufacturer and work required due to keyboard and mouse hardware faults; and
- 5.1.3 Supply of consumable operating supplies (including printer character bands), media, toner kits, cleaning and user maintenance kits for laser printers, accessories, or cosmetic finishing of the Equipment.

6 TERM OF AGREEMENT

- 6.1 This Agreement will be effective from the Commencement Date for the term set out in clause 12 of our General Terms.

7 LIMITATION OF LIABILITY

- 7.1 Our liability to the Customer in respect of claims for direct physical damage to the Customer's property at the Customer's Premises (excluding data) arising as a direct result of the negligence of Our employees in the performance of this Agreement shall be limited to the Charges received by Us in the previous year for any one event or connected events.

8 GENERAL TERMS

- 8.1 The terms and conditions of this Agreement shall prevail in the event that there shall be any variance with the terms and conditions of any order submitted by the Customer for the Service.
- 8.2 All written notices required under this Agreement shall be served at the address shown in the IT Support Contract (or such other address as notified in writing to the other party) by recorded postal delivery or timed facsimile transmission.
- 8.3 All conditions or warranties of any kind (whether express or implied, statutory or otherwise) concerning the quality or fitness for purpose of the Service are, so far as possible, excluded.
- 8.4 This Agreement sets out the entire agreement between the parties. All prior agreements, statements, understandings, representations (unless made fraudulently) and negotiations, either written or oral, are superseded by this Agreement, from the date of commencement of this agreement stated in the IT Support Contract.

9 REMOTE ACCESS AND TELEPHONE SUPPORT SERVICES

- 9.1 The Customer may report faults by telephone or by raising a support ticket as directed by Us. Faults reported will be logged. Unless expressly agreed between parties and included in The IT Support Contract, "response" means to commence troubleshooting faults reported by telephone from the time this initial call was logged with Us and acknowledged commencement of fault diagnosis. Fault diagnosis and resolution may be by remote access, telephone assistance or technicians dispatched to site at Our discretion. Response times are outlined in Appendix A
- 9.2 A detailed description of the service to be provided under this Agreement is contained within the customer contract.
- 9.3 Additional equipment may be added to this Agreement as the Customer may request from time to time provided that such additional equipment is accepted in writing by Us for inclusion within this Agreement. For the avoidance of doubt the inclusion of additional equipment within this Agreement shall be deemed to be a variation of this Agreement and shall not be deemed to be the creation of a new agreement. The Charges for any additional equipment shall be invoiced pro rata from the date of addition up to the date that the next invoice is due. Thereafter the additional Charges shall be consolidated with the main invoice.
- 9.4 Equipment may be removed from this Agreement as the Customer may request on 60 days prior written notice provided always that such removal of Equipment does not cause the revised Charges under this Agreement following removal of Equipment to fall to less than 75% of the Charges at the Commencement Date of the Service without Our consent. The Charges for Equipment removed shall be adjusted pro rata from the date of removal up to the date that the next invoice is due.
- 9.5 We reserve the right to charge at normal time and material rates where the Customer requests Us to upgrade Equipment from its original specification or where faults in equipment were present prior to the commencement of this contract. A separate quotation will be supplied to deal with these issues, unless otherwise agreed.

10 SUPPORT

- 10.1 We agree to provide the Customer with assistance to Operating and Application software, Server, Workstation and Network Hardware queries as referred to in the IT Support Contract by telephone. We will also provide Advice and the management of Licences and Warranties where procured from Us.
- 10.2 We agree to provide the Customer with support on 3rd party hardware and software drivers for such hardware for equipment items with prior written agreements from both parties.
- 10.3 In the event that Recovery Units are provided, the Customer agrees to use all reasonable endeavours to ensure that the circumstances leading to the unforeseen loss of the item of equipment are either rectified as soon as possible and/or that alternative arrangements are made. This would apply whether the loss is to be rectified by way of claim under relevant insurance or not.
- 10.4 Such Recovery Units provided will be at the disposal of the Customer for a primary period of 21 days, during which there will be no further charge for the use of the Recovery Unit. In the event that the Customer requires use over and above the 21 day primary period then, subject to availability and confirmation from Us, the Recovery Unit will be subject to a rental of 50% of its Annual Support Charge per week or part thereof.

- 10.5 We would recommend that this service forms part of a current and valid contingency plan and that scheduled tests of the plan are performed on a regular basis and that the Customer agrees to ensure that We are in possession of the latest information and configuration of the equipment to be recovered. Where configurations have changed and these have not been notified to Us or where testing has not been carried out, We will use all reasonable endeavours to fulfil Our obligations under this Agreement but will not be bound by the time constraints herein.
- 10.6 Testing and validating contingency plans must be scheduled with Us and may be charged at normal rates.
- 10.7 Loan equipment or recovery units provided by Us shall always remain Our property.
- 10.8 In the event that We reasonably consider that an item is beyond economic repair then We will advise the Customer and remove the item from the Schedules whilst offering a refund of the pro rata proportion of the Charges for that item or else replace the item at a price agreed with the Customer either verbally or in writing.
- 10.9 We reserve the right to charge at normal time and material rates where the Customer requests Us to upgrade Equipment from its original specification or where faults in equipment are not evidenced at the time of the visit by the service engineer.
- 10.10 The Customer must install and maintain any communication links deemed required by Us for the function of main and alternate backup routes for remote access to server systems only during the term of this agreement.
- 10.11 We will monitor daily backup logs for faults and may provide recommendations due to information found in these logs. We will not be liable for time and associated cost or loss incurred whatsoever due to any systems in direct consequence of a failure to act on these recommendations. We will provide such recommendations in writing which will be held on record by Us.
- 10.12 We will restore server data and systems where data for such systems is current and available. We will not be liable for time and associated costs incurred for disaster recovery where the data is incomplete, out of date, or unavailable due to failure to follow routines specified by Us in this Schedule. We will not be liable for costs incurred due to loss in continuity of business services where restored data is incomplete, out of date or unavailable.

Appendix A

Customer support hours and contact details

Your service includes unlimited telephone support on **0151 547 4321** or you may submit email requests for service/support to our dedicated provisioning and support team support@curveballsolutions.com

Core customer support hours (a Core Day) are from 08:00 to 17:30 weekdays, excluding Bank Holidays. We endeavour to answer all incoming phone calls immediately. In the event that all the service team members are busy we will ask you to leave a message outlining your issue or alternatively email in a detailed description of the problem to our provisioning and support team (support@curveballsolutions.com)

Issue Response Times

We will discuss any reported issue with you to assess its criticality. We define the following levels:

Standard Issues (Low Priority) - an event that does not interfere with a core service such as a request for a repeat invoice or minor service configuration changes.

Medium Priority Issues (Medium Priority) – where your use of the service is seriously affected. This could be a single or small number of users unable to utilise a key feature.

Critical Issues (High Priority) - typically a major service outage where all users are affected – you must make us aware of any such critical situation by telephone and follow up with an email to support@curveballsolutions.com to avoid delays

Issue Level	Acknowledgement	Initial Response	Target Resolution
Standard	Within 2 hours	Within 1 days	Issue dependent
Medium Priority	Within 1 Core hours	4 Core hours	5 days
Critical	Within 30 minutes	1 hours	4 hours

The final designation of your Issue is determined by Us. You **must** register critical issues by phone on 0151 547 4321 and via email at support@curveballsolutions.com