

# Terms & Conditions for ADM's IT Support Customers

(Standard, Standard Plus, Premium, Premium Plus)

ADM Computing (the 'Company'), Chaucer Road, Canterbury, Kent, CT1 1HH

1.

(1) Applicable to 'IT Support' Contract ADM Computing customers.

(2) All quotations and sales orders presented to the Customer in relation to 'IT Support' shall be deemed to incorporate the terms hereof which shall take the place of any other terms and conditions contained in any purchase order or any other document.

(3) No other agreement or understanding of any kind shall form part of or operate as a waiver to this Agreement unless expressly accepted by the Company and confirmed in writing.

## 2. DEFINITIONS

- **'Agreement/Contract'** shall mean the Agreement for IT Services to the Customer;
- **'Site'** or **'Onsite'** shall mean the Customer's address as defined in the Schedule to the Agreement including for the avoidance of doubt of any further sites which the parties shall agree to add to such schedule;
- **'Engineer'** shall mean a trained employee of the Company;
- **'Telephone Technical Support'** shall mean a call by the Customer to the Company at the telephone number as advised by the Company, at the customers own cost, for resolution of technical problems related to support hardware and software solutions as defined by the Company;
- **'Telephone Advice'** shall mean a call by the Customer to the Company on the telephone number as advised by the Company, at the Customers own cost, for advice regarding computer technologies;
- **'Remote Access'** shall mean the Company remotely accessing a workstation or server to resolve a problem;
- **'Schedule Terms'** shall mean the specific agreed terms as per the order confirmation;
- **'Hardware Maintenance'** shall mean the specific agreed terms as per the agreed equipment list (Standard Plus and Premium Plus customers only).

## 3. PERIOD OF SUPPLY OF SERVICES

Support services under the Contract shall begin on the date of commencement specified in the Agreement and shall continue until either party gives to the other not less than thirty (30) days prior written notice.

## 4. CHARGES

(1) The agreed charges will be invoiced as per the order confirmation and payable on commencement of the Agreement. Any other charges under this Agreement will be invoiced by the Company to the Customer, if applicable, and payment shall be made within 30 days from the date of invoice unless other terms have been previously agreed and confirmed in writing. Charges are exclusive of V.A.T or any other like taxes which will be payable by the Customer at the rate ruling at the tax point.

(2) The Company reserve the right to suspend any services as a result of late or unpaid invoices as provided by the Company with immediate effect. Such services will not be resumed until all charges have been paid in full to the Company.

(3) Without prejudice to any other remedy the Company may at any time by thirty (30) days written notice to the Customer vary any or all of its basic/standard or 'Out of Hours' charges, if for any reason the cost to the Company of performing its obligations under the Agreement is increased by any non-compliance by the Customer within the provisions of the Contract.

(4) At the commencement of the IT Support Contract an annual figure will normally be agreed between the Company and the Customer. The Contract will then be reviewed after a 3 month period to check on fair usage (See Clause 12). Following this review increased charges may be considered appropriate by the Company. The Company reserve the right to review the Contract at regular intervals throughout the Contract term to evaluate usage and apply increased charges when considered appropriate. The Customer will always be notified in advance of over-usage and any proposed increase on charges.

## 5. PERIOD OF COVER

(1) The Company will respond to service calls between the hours of 08:30 and 17:30 Monday to Friday excluding Bank and Public Holidays. Any service, which the Company may provide at the Customer's request outside those hours, will be invoiced at the Company's 'Out of Hours' rates (available on request).

(2) The Company will use reasonable endeavours to respond to all calls as quickly as possible during the times and days of the week specified. We aim to respond to calls based upon the following categories:

|          |            |
|----------|------------|
| 'Urgent' | 15 minutes |
| 'High'   | 1 hour     |
| 'Medium' | 2 hours    |
| 'Low'    | 4 hours    |

Details of each criteria are available on request. Please note that the Company cannot offer reimbursement for failure to meet the above targeted response times.

## 6. SECURITY

(1) The Company shall use its reasonable endeavours to keep secret any confidential information disclosed to it by the Customer relative to the Customer's business and shall not disclose the same to any third party other than those employees of the Company whose province it is to know the same.

(2) The Company shall use its reasonable endeavours to ensure that any other confidential information relating to the business of any client of the Customer, which comes to the knowledge of the Company, or any of its employees shall be treated as confidential and shall not be disclosed to any third party.

## 7. CUSTOMER RESPONSIBILITY

The Customer shall:

(1) Take responsibility for providing authorisation to staff who may call the Company for Support. The Company cannot be held responsible for any resulting chargeable remote or onsite work, following a call from the Customer or its representative whom the customer may at a later date advise was not authorised to contact the Company.

(2) Ensure that Anti-virus software installed is kept up to date as per software supplier's recommendations, unless a provision is included within the Customer's Contract.

(3) Ensure that suitable and valid backups of all data are regularly taken and maintained, including appropriate changes of media used for the back-up, unless a provision is included within the Customer's Contract.

(4) Ensure that equipment is fit for purpose.

## 8. ACCESS TO EQUIPMENT

(1) The Customer shall allow the Company's personnel to have full and free access to the equipment at all reasonable times in order to carry out any technical support.

(2) Standard Plus and Premium Plus customers shall, as part of this Agreement, be covered under the Company's 'Hardware Maintenance' Terms & Conditions.

9.

(1) The Company shall under no circumstances whatsoever (whether for negligence, breach of Agreement or otherwise) be liable for any loss of data, any loss of business or loss of profit, or for any consequential loss or damage arising directly from any failure by the Company to perform its obligations hereunder.

(2) The Company shall under no circumstances whatsoever be held responsible for problems caused by system update, software update, hotfixes, firmware or any other update supplied automatically or by recommendation. In such an event the Company will do all in its power to rectify and minimise any downtime or problems caused by an update. It is also the customer's responsibility to ensure all updates for the Operating System and Anti-virus are kept up to date, unless a provision is included within the Customer's Contract.

10. The Company will only support Manufacturer supported versions of software under this Agreement. All applications not covered by the agreement must be supported on the customer's site, at which time our standard charges will apply.

The services included in this agreement are:

- Telephone Support on Hardware
- Server Support includes:
  - Microsoft Exchange Server Support;
  - Microsoft Windows Server Support;
  - Microsoft SQL Server Support;
  - Back Up Exec, Veeam, Altaro, VMWare, VSphere, Windows Back Up Support;
  - SharePoint;
  - Skype;
  - Remote Desktop Services.
- Network Administration includes:
  - Active Directory Management:
    - The creation, re-naming or deletion;
    - The change of e-mail address;
    - Policies and profiles;
    - Group memberships. User access rights;
    - Network sharing configuration;
    - Creation, deleting or re-naming;
    - Change of e-mail address;
    - Policies and profiles;
    - Group memberships.
  - Firewall management – Watchguard, Cisco, Sophos;
  - Back-up configuration and monitoring;
  - E-mail management – Microsoft Exchange, Office 365 (in addition to any specifically included within the Customer's Contract);
  - Sophos anti-virus configuration and management.
  - Workstation support including:
    - Sophos anti-virus support;
    - Microsoft Windows support;
    - Microsoft Office Technical support;
    - Network connectivity;
    - Internet connectivity. Policies and profiles;
    - The creation, re-naming or deletion;
    - Change of e-mail address;
    - Policies and profiles;
    - Group memberships.

\* Limited support is available for: Third party anti-virus/anti-spam and other third party software

\* 'Limited' meaning the Company will spend up to 30 minutes in an endeavour to resolve the issue under the Contract. However, standard charges will normally apply should the 30 minutes be exceeded with an agreement made over charges and time scales.

#### 11. In addition:

- Software versions must be currently supported by Microsoft or software supplier;
- Third Party products such as Sage can only be supported subject to there being a current/licence subscription with Sage/supplier. In regards to other third party products, the customer should make provisions for support with the Vendor of the third party software. We will liaise with the third party as part of the Customer's Contract under such circumstances;
- Installation of new applications and products, such as MS Office is chargeable and not covered under this contract;
- Adding new equipment such as PC's, mobile devices or printers is chargeable outside of the Contract.

#### 12. FAIR USAGE:

The Support Contract operates a fair usage policy. For example, should the Company's Engineer/s conclude a problem may take more than 1 day to resolve, the Company has the right to exclude any further investigations from the Contract and apply the Company's normal standard charges. In such circumstances the Customer would be notified in advance. The fair usage policy would also apply to a repetitive issue where the Company's Engineer/s have previously made recommendations to the Customer in order to resolve the issue and have concluded remedial work outside the realms of the Agreement would need to be applied.

The Company will endeavour to update Clause 10 at regular intervals to accommodate for new products and services that become available. (List available upon request).

#### 13. REMOTE SUPPORT

(1) The Remote Desktop Support Services to be provided by the Company or its authorised sub-Contractors shall comprise:-

- (i) Response to service calls requested by authorised personnel of the Customer.
- (ii) Repair of the technical problem reported by the customer, using secure remote desktop technologies.
- (iii) Pro-active monitoring and repairs, using secure remote desktop technologies, when agreed in the schedule of cover.

NB: An additional charge will be incurred to receive help with installation of products and version upgrades via remote support facilities.

(2) The Company's duties under this Agreement do not include:

- (i) Remote support for any applications not covered by the Company.
- (ii) Training.
- (iii) Installation of equipment not previously agreed by the Company.
- (iv) Installation of equipment not purchased from the Company, unless previously agreed.

#### 14. ANTIVIRUS

(1) The Company does not guarantee "virus free" operation, nor does it commit to running virus scans for Customers.

(2) The Company will offer support on the scheduling of virus scans and the configuration of automatic processes to scan a system for viruses at the point of installation only.

(3) The company reserves the right to charge for anti-virus services that are required following successful installation and configuration unless provision is included within the Customer's Contract.

## 15. AGREEMENT LIMITS

This Agreement is limited to previously specified and agreed systems/equipment as documented within the original proposal or sales order at the commencement of the Agreement. The Company cannot be held responsible for issues out of our control that may be experienced by third party providers/products. Any remedial work as a result of such issues will be logged against the Customer's Contract.