

# Maintenance – Terms & Conditions

## 1. The Service

Under this Agreement, ICC shall provide Corrective and Preventive Maintenance on the equipment detailed in Schedule A.

### 1.1 Corrective Maintenance...

- 1.1a Corrective Maintenance shall be provided for the repair of faults that from time to time cause the equipment to malfunction.
- 1.1b Upon receipt of a fault call to the Service Centre, ICC will make all reasonable endeavours to ensure the visit to Customer premises of an engineer within the agreed response time shown in Schedule A.
- 1.1c Upon arrival at Customer premises, the engineer will proceed with fault diagnosis and repair of the equipment; Subject to Customer consent, the engineer will continue working until the reported faults have been corrected.
- 1.1d ICC will maintain the equipment in good working condition, repairing or replacing defective parts as necessary. Parts removed and replaced shall become the property of ICC and replacement parts shall become the property of the Customer unless the Customer shall request otherwise at the time of replacement.
- 1.1e During this Agreement, ICC may request, upon 90 days written notice, the removal of any item of the equipment in Schedule A provided that ICC can reasonably demonstrate that the item can no longer be effectively maintained due to excessive wear and tear or the lack of availability of spare parts.

### 1.2 Preventive Maintenance...

- 1.2a Preventive Maintenance shall provide for routine care and attention necessary to maintain efficiently operating equipment.
- 1.2b Routine maintenance will be based on the needs of the equipment, in line with manufacturer's recommendations. Such maintenance will be provided between the hours of 0900 to 1700 Monday to Friday excluding Public and Bank Holidays. Where the Customer chooses, routine maintenance can be provided outside these hours, subject to a charge equal to 150% of the prevailing hourly rate for the period in which the maintenance is performed.
- 1.2c From time-to-time, Field Change Orders may be issued by the manufacturer. Where such changes are required to keep the equipment operating at the original specification, any parts required will be provided free of charge. Where the Field Change Order provides for enhancement to the original specification, installation will be at the Customer's option and parts required will be charged at cost to the Customer.

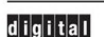
## 2. Other Services

When the Customer requests service outside the provisions of this Agreement, ICC will use its best endeavours to provide such service, subject to the Customer agreeing to pay additional charges which may arise.

## 3. Additional Equipment

Additional equipment may be added to Schedule A of this Agreement as the Customer may request provided that such equipment is acceptable to ICC for inclusion in this Agreement

INTERNATIONAL COMPUTER CONNECTIONS



## 4. Customer Obligations

The customer shall...

- 4.1 Report faults promptly to the service center.
- 4.2 Provide to the engineer full and free access to the equipment for the purposes of performing the Service.
- 4.3 Make available to the engineer any items of consumable material that may be reasonably requested in order to perform the diagnostic tests.
- 4.4 Undertake not to relocate or reposition the central processing equipment without advising ICC in writing, prior to such activity-taking place. If requested, ICC will undertake to carry out or supervise such work. A charge will apply to any work carried out by ICC. Contracted service will be suspended during such activity unless ICC has undertaken the performance of such work.
- 4.5 Ensure the equipment is cared for and operated in accordance with manufacturer's recommendations.
- 4.6 Take all reasonable precautions to care for and protect the removable magnetic media used on the system, as follows...
  - 4.6a Observe correct handling and storage procedures.
  - 4.6b Ensure adequate security copies are made of all programs and data used on the equipment.
  - 4.6c Ensure regular inspection of removable media by ICC recommended agent or a reputable service company specialising in media maintenance.
- 4.7 Adequately insure the equipment to cover risks excluded by this Agreement.

## 5. Cover

Unless stated otherwise, the period for performance of the Service under this agreement shall be 0900 to 1700 hours Monday to Friday inclusive, excluding Public and Bank Holidays.

## 6. Charges

- 6.1 The Annual Charge as detailed in Schedule A of this Agreement shall be invoiced in advance and will be due for payment within 30 days of the invoice date.
- 6.2 The Annual Charge shall be subject to the addition of VAT and/or other tax that Government legislation may apply.
- 6.3 The Annual Charge for the Service is fixed for 12 months from the date of commencement of this Agreement.
- 6.4 If payments due from the Customer are not paid within the terms agreed, ICC shall be entitled to suspend the Service until such payments are received.
- 6.5 The Annual Charge for Additional Equipment added or removed during the term of this Agreement will be invoiced or credited pro-rata up to the end of the then current invoice period.
- 6.6 After the first 12 months of this Agreement, ICC shall be entitled to increase its annual charge for the service by an amount that does not exceed the percentage increase in retail prices index as published by the DTI for the period from the date of this Agreement or the date on which the preceding increase came into Effect
- 6.7 In the event that such an increase is greater than the increase detailed in 6.6 above, ICC shall give the customer not less than 30 days notice to that effect. The customer may, within 30 days of receipt of such notice, appeal in writing against such alteration which the customer finds unacceptable, the customer may cancel this Agreement by giving ICC 30 days notice in writing, the charges payable during such period of notice being at the previously agreed rate.

## 7. Limitations of the Service

The following exclusions apply to the performance of the Service...

- 7.1 Corrective Maintenance repairs that are required as a direct consequence of neglect by Customer, accident, failure of air conditioning, failure of electrical supply, lightning strike, sabotage, fire, flood or any causes other than fair wear and tear.
- 7.2 The repair of disc drive heads, where such repair is required due to damage directly attributable to the Customer or third party.
- 7.3 Corrective Maintenance repairs as a consequence of unauthorized attempts by persons other than ICC personnel, to repair, maintain modify or remove the equipment.
- 7.4 Supply of consumables (including Printer Character Bands, Printheads, Laser Printer Drums and Fuser Units, Data Heads for Exabyte and DAT Tape Drives, LCD Screens and Batteries for Laptop and Notebook Systems) or cosmetic finishing of the equipment.

## 8. Limitation of Liability

- 8.1 ICC will indemnify the Customer in respect of claims for direct physical damage to Customer property arising as a direct result of the performance of its employees in the execution of this Agreement. This liability shall be limited to £1,000,000 for any one event or connected events.
- 8.2 ICC will indemnify the Customer in respect of claims for direct physical injury to, or the death of, the Customer's staff, where such is attributable to the negligence of ICC or its employees.
- 8.3 ICC shall not be liable for any loss of data howsoever caused.
- 8.4 ICC shall not be liable for any indirect or consequential damages arising out of its performance in the execution of this Agreement.

## 9. Personnel

- 9.1 All personnel required under this Agreement will be provided by ICC and will be facilitated by the use of its own engineers or those of a competent approved subcontractor.
- 9.2 The Customer will take all reasonable precautions to protect the health and safety of personnel provided under this Agreement including ensuring the presence of a representative of the Customer in the area where the equipment is operating during the performance of the Service.
- 9.3 Personnel provided under this Agreement will remain under the management and conditions of ICC
- 9.4 ICC shall take all reasonable precautions to ensure that its employees shall maintain complete confidentiality in any information or trade secrets of the Customer, its business or its clients of which they may become aware as a result of performing their duties under this Agreement.

## 10. Term

- 10.1 After the minimum term stated, the contract shall continue in effect from year to year thereafter until terminated by either party by giving notice in writing to the other not less than 90 days prior to the anniversary of the commencement date.
- 10.2 This Agreement may also be cancelled under the conditions specified in clause 11 herein.

## 11. Breach

- 11.1 If either party shall be in material default of its obligations under this Agreement, then such material default may be considered by the other party to be a Breach of Agreement if such material default shall continue for 30 days after receipt of written notice thereof. Failure to remedy such Breach of Agreement shall entitle the other party to terminate this Agreement upon 30 days written notice. Any outstanding sums due under the Agreement will become immediately payable.

## 12. Miscellaneous

- 12.1 This Agreement shall be governed by the Laws of England and both parties agree to accept the jurisdiction of the English Low Courts.
- 12.2 The terms and conditions of this Agreement shall prevail in the event that there is any variance with the terms and conditions of any order submitted by the Customer for the Service of the equipment.
- 12.3 The conditions of this Agreement shall prevail in the event that the Customer shall re-commence use of equipment within the Minimum Term of this Agreement, having previously given notice under clause 11 herein.
- 12.4 ICC or the Customer shall not be liable for any delays in meeting any of their obligations under this Agreement where such is due to causes beyond their reasonable control.
- 12.5 Either party may only assign or transfer this Agreement to a third party upon the prior written agreement between the parties.

## 13. Emergency Computing Facilities

- 13.1 In the event of the Customer's equipment becoming inoperative for a prolonged period of time, ICC shall upon request from the Customer, provide the Customer with access to alternative computer facilities at ICC premises to enable the processing or printing of vital work to take place.

## 14. Software Maintenance

Where the customer has contracted for Software Maintenance as indicated in Schedule C herein, the provisions of these Software Maintenance clauses shall apply to the Agreement otherwise they shall be disregarded for the purpose of this Agreement

- 14.1 The Software Maintenance service comprises, and is limited to the following...
- 14.1a Assistance via the telephone from the Support Office in Leeds. Fault diagnosis and where possible correction subject to the limitations imposed by contractual restrictions imposed by any third party. Serious faults preventing computer processing will be given priority.
- 14.1b Where possible, recommendations relevant to the course of action necessary to recover from any faults or failures emanating from the Software. Performance of any remedial work, re-running of programs etc is excluded from this Agreement. Any such work performed by ICC personnel will incur additional charges at the rates then in force.
- 14.1c Software Maintenance work will normally be performed at ICC headquarters. In the event that it becomes necessary to the render all or part of the service on the Customer's own premises, the work will be chargeable at the prevailing daily rate the minimum such charge being for half of one day. Any traveling, accommodation and subsistence expenses incurred will be recharged to the Customer at cost.