

Support Agreement

1 Introduction

This Agreement is made between the Client as shown at the end of this Agreement ("you", "your") and Gee Tech (Gee Tech IT Ltd) ("we", "us", "our") and describes the terms under which we agree support services to be provided to you. The items ("hardware", "software", "system") covered by this Agreement are those listed in the Support Services Schedule, a copy of which will be issued annually for your approval.

It is important that you sign both copies of the Agreement returning one copy to us with your payment (normally a signed standing order mandate) and retaining one copy for your reference. We are sending out this invoice in advance, to enable payment to be made before the start of the new period. This will ensure you receive continuous support.

This Agreement comes into effect from the effective date as shown at the end of this Agreement and upon receipt of full payment.

2 Our Commitment To You

We aim to provide a comprehensive support service covering problems that arise from the normal use of the items listed in the Support Services Schedule.

3 Our Service - What Is Covered

We will provide the following:

"Support central"

This is an initial point of contact for all support described in this agreement.

"Support Central" hours are (UK times):
Monday to Friday 8.30am to 5.00pm
excluding public holidays.

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Dolphin Way
Shoreham-by-Sea
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VAT: 178090585

The support central aims to meet the following response targets:

- To provide appropriate contact, advice or assistance within 4 hours of a phone call or e-mail being received by the support center.
- To arrange for a site visit if the problem cannot be diagnosed or rectified remotely. (Chargeable Service unless site attendance is part of the agreement)

Remote Access Support Service

Direct support by connection to your system may be provided at Gee Tech's discretion, providing that:

- You provide access via an agreed means.
- You take all necessary precautions to Virus Check any files transferred to/from your system during the connected session.
- Under this Agreement we accept no liability for actions taken or problems arising from use of the connection.
- We will maintain that connection securely and not allow third party access without your prior approval.

Site Attendance Support

Gee Tech will provide unscheduled on-call maintenance and support based on a normal Monday to Friday working week (08.30 to 17.00) but excluding statutory holidays. This service will cover labour and travelling time. This service does not include consumables, parts, recovery of data, virus/malware removal or user training.

Terminal Server application support

Gee Tech support of terminal server installations is provided on the same working hours as above and provides connectivity and support of printing connections, desktop environment and the connectivity to business applications.
(This is a chargeable Service unless this is part of the agreement)

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4 Our Responsibilities

We will provide the support services above in a courteous and professional manner.

Maintenance and support will cover labor unless otherwise stated and includes travelling time but not including any consumables or recovery of software data or user training, nor will it include damage or loss resulting from accident, transportation, neglect, misuse, infection by computer virus / Malware or causes other than normal use unless such damage is due to negligence on the part of Gee Tech it employees.

In the event a machine or device is beyond repair or obsolete where replacing a standard part will not rectify a problem then the machine will be "retired" and will cease being supported. Where possible data will be recovered to alternative or replaced machines.

This contract specifically excludes cover for the consequences of any changes made to hardware or software except those made with the explicit authority of Gee Tech.

Where possible we will carry out preventative maintenance or make recommendations on system set up or choice of hardware to minimise problems arising.

Confidentiality

We acknowledge that when providing support services we may need access to your confidential data. We agree to keep access to such information limited to that strictly necessary to provide the support service and to keep any such information strictly confidential.

When and if we take copies of your data, we will only do so with your consent and knowledge, keeping such data secure and returning or destroying it as soon as possible.

Each member of our staff has been made aware of the importance of respecting the confidentiality of your data and that summary dismissal is the likely consequence of failing to do so.

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5 Your Responsibilities

In order for us to be able to offer this comprehensive service you must be willing to help us by:

- Treating our support staff in the same manner as you would like us to treat you.
- **Keeping adequate backup copies of your data and programs.**
- Ensuring that your staff has adequate skills and training to use the system properly. Making appropriate use of guidance provided by us to try to resolve problems before contacting us. Gee Tech issue a number of "immediate action drills" that are made available to help with frequently asked questions.
- Keep all software licensing up to date and available for Gee Tech's use should software require reloading.
- Paying the charges due for these services promptly and within the credit terms as shown on our invoice.
- Giving us access to your system for support services during our normal office hours.
- Making staff with appropriate skills, knowledge and authority available to assist our support personnel and carry out their reasonable instructions intended to rectify problems.
- Ensuring that you keep a secure record of your passwords and can make them available to our support personnel where necessary.

6 Exemptions to Our Service –

What is not covered

The following are **NOT** covered. Many of these items should be covered by your general insurance policies.

- Malicious or accidental damage.
- Theft including damage caused by theft or attempted theft.
- Damage caused by improper use of the system.
- Loss of or damage to any files or data where you have failed to keep adequate backups.
- Damage caused by software or equipment not listed in the schedule.

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- Damage caused by attempts to modify, repair or relocate the system by you or a third party.
- Software Fixes on an individual basis (i.e. specific to your installation).
- Software upgrades unless an Annual Software Licence agreement has been paid for.
- Third party interference to the network.
- Keyboards / Mice or Monitors (unless warrantee is in place)

Service level agreements for ADSL lines or other communication devices or services

- Outside of our control or delays or losses arising.

7 Liability

Where it is lawful to do so, our liability is limited to the value of this support Agreement over the period during which we fail to provide the services described. We are not liable for consequential loss (e.g. staff time) arising from the failure of your system or our failure to provide you with support services as described in this Agreement.

8 Loss of time

If during any site attendance support visit made hereunder Gee Tech's engineers (hereinafter called "the Engineers") performance is either delayed or prevented by the Customer, Gee Tech at its option shall be entitled to make an extra charge in respect of duration of such delay or prevention at its current prevailing hourly rate or pro-rata for part thereof. Provided however that if the Engineer is able to occupy the duration of the delay or prevention by attending to any other maintenance call in the near vicinity and is able to return to the Customer's site during working hours on the same day, no extra charge shall be made. The Engineer's Service Report will be endorsed with a statement showing the reasons for and duration of any delay or prevention, which the Customer shall sign as confirmation of its acceptance of any extra charge arising.

9 Additional Items

By agreement between us, new items can be added to the Support Services Schedule at any time throughout the duration of the Agreement. Any new items will be charged at a pro-rata rate calculated to the next renewal date for the Agreement.

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10 Charges

We will invoice support charges to you as they fall due, and these should be paid in accordance with the payment terms stated on our invoice.

We reserve the right to withhold support services where any payment due to us is overdue. No credit will be offered or due for the period during which support service is withheld.

Gee Tech reserves the right to review the cost of Contractual support provided hereunder to increase or decrease charges dependent upon current trends in operation costs. In the event of any increase in charges Gee Tech will notify the Customer at least one month in advance.

11 Term and Termination

This Agreement continues to run from year to year until terminated by either party as follows:

- 30 days written notice by either party.
- At any time by giving notice in writing on or after the occurrence of the following events:
 - Either party ceasing to carry on business.
 - By either party if the other commits an act of bankruptcy or goes or is put into liquidation (otherwise than solely for an amalgamation or reconstruction) or (being a firm) is dissolved or has a receiver, administrator or administrative receiver appointed over any part of its business.
- This Agreement shall remain in force after the first year subject to the right of either party to terminate this Agreement at any time upon giving written notice to the other party if that other party shall be in breach of any of the terms and conditions herein contained and shall have failed to rectify such a breach at the request of the other party. Such termination shall be without prejudice to the rights and liabilities prior to such termination.

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12 Cancellation of Previous Agreements

This is the Full and Final Agreement between you and us on this subject and supersedes any prior agreement between us whether written or oral and any such prior agreements are cancelled from the date of this Agreement.

Any termination of this Agreement shall not affect any accrued rights or liabilities of either party.

This Agreement may only be changed if you and our authorised representatives do so in writing.

13 Choice of Law

This Agreement shall be governed by and interpreted in accordance with English law.

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