

REACT Computer Partnership

Terms and Conditions - Hardware Support Contract

1. Date of Agreement

1.1 This Agreement shall, after signing by the Customer, come into force on the date it is signed by REACT Computer Partnership which date shall be regarded as the Date of Agreement and shall remain in force as provided by clause 6 hereof

2. Service

2.1 REACT Computer Partnership, or its Agent, will provide the Service between the hours of 09:00 to 17:00 Monday to Friday excluding Public & National Holidays to remedy any malfunction in the Equipment, as defined in the Schedule, and to replace any defective parts.

2.2 To facilitate the Service REACT Computer Partnership, or its Agent, may, at its discretion, remove for repair any part or whole of the Equipment and replace it with equipment equivalent or superior to that removed. This equipment may be deemed to be a permanent replacement in which case the equipment removed will become the property of REACT Computer Partnership, or its Agent, and the replacement equipment will become the property of the Customer. Alternatively, REACT Computer Partnership, or its Agent, may deem the equipment be provided on free temporary loan in which case such loan equipment will remain the property of REACT Computer Partnership, or its Agent.

2.3 REACT Computer Partnership reserves the right to make additional charges to cover:

- i) Repairs caused by abnormal use of Equipment or not in accordance with the manufacturers instructions.
- ii) Repairs due to causes other than fair wear and tear.
- iii) Any service call caused by other than equipment malfunction including but not limited to incidents such as program error, loss of electrical supply, computer viruses, spyware or operator error.
- iv) Any work carried out at the Customer's request before, 09:00 or after 17:00.
- v) Major sub-assemblies, such as certain portable PC screens, which when broken cannot be repaired but be replaced. REACT Computer Partnership will offer to replace such items at cost.

2.4 If in the reasonable opinion of REACT Computer Partnership, or its Agent, any part of the Equipment cannot be maintained by the provision of replacement spare parts or if a major sub-assembly or whole of the Equipment is damaged beyond economical repair then REACT Computer Partnership reserves the right to cancel the Agreement forthwith, upon giving written notice to the Customer, in so far as it relates to that part of the Equipment or any other parts which are rendered inoperable.

2.5 REACT Computer Partnership, or its Agent, shall not be required to replace within the Annual Maintenance Charge consumable items such as, but not limited to: Batteries, Diskettes, Ribbons, Daisy Wheels, Printer Heads, Toner, Fuser & Drums on Laser Printers. All items considered by the Original Equipment Manufacturer as being a 'Consumable' item.

2.6 REACT Computer Partnership, or its Agent, shall use all reasonable endeavours to restore the Equipment to good working order.

2.7 REACT Computer Partnership, or its Agent, shall use all reasonable endeavours to provide the Service within the Response Time specified in the Schedule.

3. Customer Obligations

3.1 Will ensure the environmental and electrical conditions are maintained to the manufacturers recommendations.

3.2 Will ensure the Equipment is operated correctly and by competent and authorised members of staff.

3.3 Will notify REACT Computer Partnership if the Equipment is re-located and will not modify or adjust it in any way without the prior consent of REACT Computer Partnership.

3.4 Will make freely available to REACT Computer Partnership, or its Agent, documentation and software necessary for the maintenance of the Equipment

3.5 Will use media only of a type approved by the manufacturer or by REACT Computer Partnership.

3.6 Will allow authorised REACT Computer Partnership, or its Agents, personnel access to the Equipment for maintenance purposes and co-operate with REACT Computer Partnership, or its Agent, in the diagnosis of any Equipment malfunction.

3.7 Will be responsible for recovering the Operating System, Application Packages and Data Files, accept where a full software maintenance contract is also currently in force between REACT Computer Partnership and the Customer.

3.8 Ensure adequate backups of programs and data are taken.

4. Payment

4.1 The Customer agrees to pay in advance the Annual Maintenance Charge as detailed in the Schedule, with VAT at then current rate, within seven (7) days of rendering an invoice by REACT Computer Partnership.

4.2 If any sums payable hereunder shall remain unpaid fourteen (14) days after they become due REACT Computer Partnership shall be entitled to charge interest at three (3) percent per annum above the current London Clearing Banks Base Lending Rate from the date such sums become due and payable until the date REACT Computer Partnership receive payment.

5. Liability

5.1 REACT Computer Partnership cannot warrant that the Service will be error free.

5.2 REACT Computer Partnership shall not in any circumstances be liable for loss of profits or revenues, anticipated savings, contracts, times or goodwill.

5.3 REACT Computer Partnership shall not be liable for any indirect or consequential loss or damage suffered by the Customer or any other person.

5.4 The Customer is responsible for maintaining the security of its data and ensuring that its data is adequately backed up. REACT Computer Partnership shall not be liable for any loss of the Customer's (or any other persons) data.

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5. Liability (Cont.)

5.5 The maximum aggregate liability of REACT Computer Partnership for any loss or damage caused to the Customer or to any other person in respect of this Agreement or otherwise in respect of this Agreement which takes place in any calendar year shall in no circumstances exceed the total amount payable by the Customer to REACT Computer Partnership under this Agreement in that year.

6. Termination

6.1 Subject to prior termination as provided herein, this Agreement shall remain in force for the period shown in the Schedule and may then be terminated by either party on the giving of three (3) months notice to expire at the end of the period shown in the Schedule. If no such notice is given to expire at the end of the said period then the Agreement shall continue in force until terminated by either party by the giving of three (3) months written notice of termination.

6.2 If the Customer fails to pay the Annual Maintenance Charge as detailed in clause 4 or any other sum due for thirty (30) days after the due payment date, REACT Computer Partnership, may, without prejudice to any other remedy available to it, withhold the Service provided under the Agreement for so long as the default in payment continues. The Customer shall however remain liable to pay the Annual Maintenance Charge during the period the service is withdrawn.

6.3 Notwithstanding clause 6.2 if either party commits a breach of the Agreement and fails to remedy the breach within thirty (30) days after written notice from the other party requiring it to do so, the other party may be given written notice to the party in default to terminate the Agreement forthwith.

6.4 REACT Computer Partnership may terminate this Agreement forthwith if the User (being a Limited Company) shall enter into liquidation or (being a Individual or Partnership) shall commit an act of bankruptcy or have a receiver appointed against him or any of them.

6.5 Any termination of the Agreement shall be without prejudice to any right or liability of either party accrued to or upon the result of such termination. The Customer shall pay to REACT Computer Partnership on termination by way of agreed compensation (unless such termination shall be by reason of REACT Computer Partnership's default) all sums then due hereunder for the outstanding period of the Agreement.

6.6 This Agreement may not be terminated in part without the prior written consent of the other party.

7. Severability

7.1 In the event that any one or more of the provisions of the Agreement shall for any reason be held to be unenforceable in any respect, such unenforceability shall not affect any other provision and the Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein.

8. Force Majeure

8.1 REACT Computer Partnership shall not be responsible for any delays or failures attributable to any causes or circumstances beyond it's control.

9. Assignment

9.1 This Agreement cannot be assigned by the Customer to any other party without the prior written consent of REACT Computer Partnership.

10 This Agreement

10.1 This Agreement constitutes the entire agreement between REACT Computer Partnership and the Customer. No representation or statement not contained in this Agreement shall be binding on either party.

10.2 This Agreement constitutes the entire understanding between REACT Computer Partnership and the Customer for the provision of the Service and supersedes and replaces all previous communications between the parties whether made orally or in writing. Any terms and conditions contained in any purchase order or other document issued by the Customer shall not apply to the Service provided by REACT Computer Partnership under this Agreement.