

REACT Computer Partnership

Terms and Conditions - Telephone Support Contract

1 The Telephone Support Service

1.1 General

- a) Subject to the terms of this Agreement and in return for payment of the sum due as set out in the Schedule according to payment terms herein, REACT Computer Partnership will provide remedial telephone support services to the User's licensed software as listed in the Schedule.
- b) This agreement is for an initial term as shown in the Schedule. Thereafter this Agreement will be renewed annually. This contract can be terminated at any time after the initial term by either party giving ninety days prior written notice, such notice expiring on or before the last day of the contract year. In which event the contract shall terminate on the said last day.

1.2 Services Provided with this Agreement

- a) REACT Computer Partnership will make available Telephone Support services to the User during Normal Working Hours as defined within this Agreement.
- b) Remedial services will be provided via the telephone, or via remote connections where available. On-site remedial service will be charged at then current rates at the installation address on the Schedule.

1.3 Services not provided under this agreement

- a) On-site visits will not be provided under the Telephone Support Agreement. On-site visits will be agreed by REACT Computer Partnership and the User and charged at then current rates during Normal Working Hours as defined within this Agreement.
- b) Hardware malfunction or breakdown, except where a hardware maintenance contract is also currently in force between REACT Computer Partnership and the User.
- c) Any repair or replacement arising from causes external to the equipment including but not restricted to computer viruses, spyware, accident, neglect, misuse, or failure of the User to treat and use the software or the equipment on which it operates in a prudent and proper manner.
- d) Restoration of data or formatting of hard disks following hardware malfunction or breakdown.

1.4 Definition of Working Hours

- a) The Normal Working Hours are from 09:00 to 17:00 inclusive each weekday Monday to Friday excluding Public and National holidays.

2 Charges & Payments

- 2.1 The telephone support charge is payable annually or monthly (where applicable) in advance.
- 2.2 The User agrees to pay for any call out or other costs for services not provided under this Agreement as specified in the Schedule.

- 2.3 Should any charges remain unpaid for 30 or more days from date of Invoice, REACT Computer Partnership will be entitled forthwith to withdraw its support service without prejudice to its rights under this Agreement or in respect of any previous breach thereof. If subsequently the charges are paid, REACT Computer Partnership may require the item(s) as specified in the Schedule to be examined at the Users expense before support resumes.

- 2.4 REACT Computer Partnership may, by one month notice in writing, vary the amount of the Telephone support at the time of renewal.

- 2.5 Overtime (hours outside Normal Working hours) incurred at the Users request will be charged at REACT Computer Partnerships then current overtime rate.

3 User's Obligations

- 3.1 Carry out minor maintenance stipulated or instructions given by REACT Computer Partnership and operate the software in accordance with the software manufacturers manual.
- 3.2 Take reasonable care to ensure that the supply of electricity to the equipment does not become affected by other equipment on the same circuitry.
- 3.3 Notify REACT Computer Partnership if the software is to be moved from the address specified on the Schedule.
- 3.4 Ensure adequate backups of programs and data are taken.

4 Force Majeure

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

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

5 Liability (Continued)

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 2 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 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