

## 1 Introduction

- 1.1 This Agreement is made between JamesCash.co.uk Ltd (hereinafter called "Company") and the Client (hereinafter called "Client"). This Agreement covers the supply of computer equipment, software, IT Design and Support and network installation as defined in any quotation provided by the Company to the Client ("Agreement").
- 1.2 The terms and conditions contained within this Agreement shall prevail over any terms and conditions of any purchase order issued by the Client.
- 1.3 The Agreement automatically renews for each calendar month unless either party gives the other thirty days notice of its intent not to renew this Agreement.
- 1.4 This Agreement may be terminated by either party upon thirty days written notice if the other Party:
  - 1.4.1 Fails to fulfil in any material respect its obligations under this Agreement and does not cure such failure within thirty days of receipt of such written notice.
  - 1.4.2 Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty days of receipt of such written notice.
  - 1.4.3 Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this agreement.

## 2 Fees and Payment Schedule

- 2.1 Fees are payable monthly in advance by direct debit.
- 2.2 Service fees are subject to change and may be automatically increased by a maximum of 10%, or the current rate of inflation, whichever is higher, effective 1<sup>st</sup> of January each year. Per device fees will be fixed for the first twelve months of the Agreement.
- 2.3 Other than for annual price changes on 1<sup>st</sup> January of each year the Company must provide thirty days written notice of any changes to the current fees.
- 2.4 Services will be suspended if payment is not received within thirty days following date due.
- 2.5 It is understood the any and all Services requested by the Client that fall outside of the terms of this Agreement will be quoted and billed as separate individual Services.

## 3 Coverage

- 3.1 Services are limited to devices, on which the Company has installed and made operational its Systems Management Agent, or which it has identified, accepted and documented, and which are being billed.
- 3.2 Reactive technical support of the Clients IT networks will be provided to the Client by the Company between the hours of 8am – 5.30pm Monday to Friday, excluding bank holidays.
- 3.3 Proactive Services and Automated Systems Management will be provided 24x7x365 to devices on which the Company has installed and made operational its Systems Management Agent.
- 3.4 Network Administration will be carried out at a frequency appropriate to the size and complexity of the network.
- 3.5 Consultancy will be provided in relation to the IT infrastructure at a level appropriate to the size and complexity of the Client's business during annual, bi-annual or quarterly visits, or via the telephone at other times.
- 3.6 Services that fall outside the scope of this agreement will be billed at the current applicable rates.
- 3.7 Hardware costs of any kind are not covered under the terms of this Agreement.
- 3.8 The Company will respond to the Clients Service Tickets under the provisions of the Service Level and with best efforts after hours or on holidays.

- 3.9 Service Tickets must be opened by email to [support@jamescash.co.uk](mailto:support@jamescash.co.uk) or by calling the Help Desk on 01384880660. Each call will be assigned a Ticket number for tracking.
- 3.10 The Company will prioritise all Service Tickets according to severity and impact, responding on a best effort basis with the following standard guidelines which we will endeavour to exceed.
- 3.10.1 Priority 1 – Critical Importance – Respond within 4 hours – Target resolution: ASAP / + 4 Hours
- 3.10.2 Priority 2 – High Importance – Respond within 8 hours – Target resolution: ASAP / + 1 day
- 3.10.3 Priority 3 – Normal – Respond within 2 days – Target resolution: best effort / + 3 days
- 3.10.4 Priority 4 – Low – Respond within 5 working days – Target resolution: best effort / + 5 days
- 3.11 Emergency services performed outside of the hours of 8am – 5.30pm Monday to Friday excluding bank holidays may be billed separately at the current applicable rates.
- 3.12 If the Client specifically requests onsite service and no problem is found or reproduced, the Client shall be billed at the current applicable rates.
- 3.13 In no event shall the Company be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.
- 3.14 The Company shall provide support of all Hardware and on which the Company has installed and made operational its Systems Management Agent, or which it has identified, accepted and documented, and which are being billed, provided that all Hardware is covered under a currently active Vendor Support Contract; or replaceable parts be readily available, and all Software be Genuine, Currently Licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3<sup>rd</sup> Party Vendor Support Charges be required in order to resolve any issues, these will be passed onto the Client after first receiving the Client's authorisation to incur them.
- 3.15 Damages caused by, and recovery from, virus infection not detected and quarantined by the latest Anti-virus definitions are covered under the terms of this Agreement. This Service is limited to those systems protected with a Currently Licensed, Vendor-Supported Anti-virus Solution.

#### 4 Minimum Standards Required for Services

- 4.1 In order for the Clients existing environment to qualify for the Company's Managed Services, the following requirements must be met:
- 4.1.1 All Servers with Microsoft Windows Operating Systems must be running Windows 2003 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- 4.1.2 All Desktop PCs and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows XP Professional or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- 4.1.3 All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
- 4.1.4 The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Anti-virus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
- 4.1.5 The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution.
- 4.1.6 The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
- 4.1.7 Any Wireless data traffic in the environment must be secured with a minimum of 128bit data encryption.
- 4.2 Costs required to bring the Clients environment up to these Minimum Standards are not included in the Agreement.

**5 Excluded Services**

5.1 Service rendered under this Agreement does not include the following.

- 5.1.1 Parts, equipment or software not covered by vendor/manufacturer warranty or support.
- 5.1.2 The cost of any parts, equipment, or shipping charges of any kind.
- 5.1.3 The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- 5.1.4 The cost of any 3<sup>rd</sup> Party Vendor or Manufacturer Support or Incident Fees of any kind.
- 5.1.5 The cost to bring the Clients environment up to minimum standards required for Services.
- 5.1.6 Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- 5.1.7 Service and repair made necessary by the alteration or modification of equipment other than that authorised by the Company, including alterations, software installations or modifications of equipment made by the Clients employees or anyone other than the Company.
- 5.1.8 Maintenance of Applications software packages, whether acquired from the Company or any other source.
- 5.1.9 Programming (modification of software code) and program (software) maintenance.
- 5.1.10 Training Services of any kind.

**6 Projects**

- 6.1 Supply and installation of new hardware and software or the upgrading of existing systems is considered a Project and will be billed separately.
- 6.2 Projects will be scoped with a Proposal which an Authorised Representative of the Client will be required to authorise.
- 6.3 Examples of projects include:
- 6.4 Preparation and installation of hardware and software purchased directly by the Client will be billed according to current applicable rates.

**7 Miscellaneous**

- 7.1 This Agreement shall be governed by English Law and the Client consents to the exclusive jurisdiction of the English Courts and in particular the Jurisdiction of the Birmingham County Court/Birmingham District Registry. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Client.
- 7.2 The Company is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.
- 7.3 The Company reserves the right to charge for work that arises out of the Clients failure to follow the reasonable advice and recommendations of the Company.
- 7.4 The terms and conditions of this Agreement are in addition to those specified in the Company's General Terms and Conditions of Business.

**8 Acceptance of Service Agreement**

- 8.1 This Service Agreement covers only those services specified in this Agreement.
- 8.2 The Company must deem and equipment/services the Client may want to add to this Agreement after the effective date acceptable.
- 8.3 The addition of further equipment/services to this Agreement, if acceptable to the Company, shall result in an adjustment to the Clients charges.
- 8.4 In the absence of a signed contract, payment of the invoice will be taken as acceptance of the terms and conditions of this Agreement.