

SERVICE AGREEMENT TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES AND FACILITIES

TERMS:

ITVET: ITVET Limited the supplier of these service facilities.

Customer: The Individual, Partnership, Firm or Company as detailed on the front of this document under the heading Client.

Customer Site(s): The site or sites of Customer where these support services apply as detailed on the front of this document.

CONDITIONS:

The following Terms and Conditions constitute the "Service Agreement" and govern the delivery of IT related goods and services described by **ITVET** to Customer. The Service Agreement constitutes the entire understanding between Customer and **ITVET** related to the subject matter hereof. All prior written or oral agreements, understandings, communications or practices between Customer and **ITVET** are hereby superseded insofar as they related to the Services hereunder. Any amendments, additions or deletions to this Service Agreement must be signed by a Director of **ITVET** and a partner

EQUIPMENT COVERED

All items of Equipment requiring coverage by this agreement must be listed in the Service Schedule under the heading Description of Equipment. Any additional schedule must also be explicitly referred to. Where more than one item of Equipment is covered by this Agreement, this Agreement will be construed severally and distinctly in respect of each such item of Equipment and any failure in respect of any one item of Equipment shall not prejudice or affect the rights and liabilities of the parties in respect of each other item of Equipment.

SERVICE HOURS

Service Hours are from 8:00AM to 6:00PM every day excluding Weekends and Bank Holidays unless the Customer has optionally extended the Service Hours to 24 hours per day, 365 days per year, as agreed and indicated on the front of the document.

SERVICE LEVEL COMMITMENTS

ITVET will provide a Call Number that will route your call to a priority queue to one of our Support Call Centres. All Calls will either be answered within two minutes or with an opportunity for Customer to leave a message. Customer may request corrective maintenance service calls to **ITVET** in the event any item of Equipment Covered failing and requiring immediate repair. A request for service will be considered accepted once it has been logged on the system and an appropriate Call Number allocated and communicated to Customer "Service Call". **ITVET** will use all reasonable endeavours to provide a resolution for a "Service Call" within the Contracted Response Time and Contracted Resolution Time agreed on the front of this Agreement and detailed below:

Contracted Response Time

The Contracted Response Time is the maximum number of hours elapsed from the moment that the customer has logged a call (evidenced by receipt of a call number) to the time at which the technician is either on-site or available remotely ready to commence resolution of the problem (In Attendance).

Contracted Resolution Time

The Contracted Resolution Time is the maximum number of hours elapsed from the moment the technician is In Attendance until the problem has been resolved.

ADDITIONAL SERVICES

ITVET will also use all reasonable endeavours to provide the following Additional Services when agreed on the front of this document:

Pro-Active Support

Pro-Active support is a periodic visit to the Customer Site(s) to carry out such Administrative tasks and Preventative Maintenance checks detailed in the **ITVET** Pro-Active support document. The period in which this Pro-Active support is carried out is indicated on the front of this document.

Backup Management

Backup Management is a daily check that all files are adequately backed up, in addition a thorough backup and restore check is carried out at the Customer Site(s) periodically. The period in which the Full Backup and Restore Check is carried out is indicated on the front of this document.

Anti-Virus Management

Anti-Virus Management is a periodic update of all Data files required to detect and delete viruses introduced into the network from Data Drives. If the email option is taken then this includes introduction by electronic email. The period in which these files are updated is indicated on the front of this document. In addition **ITVET** will update the software engine as required, this often requires a visit to the Customer Site(s) around every six weeks. In the event of a virus entering the network and infecting files from a virus known to **ITVET** for longer than the periodic update then **ITVET**, where possible, will assist the customer in restoring his system back to its original state. In the event of lost files without backup this is considered not possible.

Any periodical visits will be agreed in advance and where a certain date or day or regular time is agreed no further communication to Customer will be necessary.

LIMITS OF SERVICE

ITVET obligation to provide services under this Service Agreement shall not extend to:

1. Equipment not detailed in the "Service Agreement" or included as Equipment Covered
2. Service requested outside the agreed Service Hours.
3. Service for Equipment with NO material faults (including but not limited to user error, software viruses, telecommunications line interference, fluctuations in electrical supply or other defects in the operating environment are not covered by this Service Agreement).
4. Equipment failure or defect resulting directly or indirectly (as determined in **ITVET** sole discretion), from improper use or care of the Equipment, (including but not limited to operation outside normal specifications, improper use of a power supply, damage due to vandalism, explosion, flood or fire)
5. Service due to Customer's wrongful act, negligence or failure to comply with this Service Agreement.
6. Service for general Equipment overhauls, reconditioning or relocations.
7. Consumable items, including but not limited to Fusers, drums, toner cartridges, or maintenance kits.
8. Any part of the equipment other than which is covered by the manufacturers' standard guarantee or care pack.

CUSTOMER RESPONSIBILITIES

To receive service Customer must comply with the following:

1. Use the appropriate National Number during agreed Service Hours to request service.
2. Provide details of the affected Equipment Covered and a location.
3. Provide a description of the fault.
4. Where possible provide a description of the events leading up to the fault and any error messages displayed.
5. Provide adequate backup for your data and software, Customer accepts that **ITVET** has no responsibility for any loss of data or software. You must have adequate arrangements for the reinstallation of any software or data not detailed as Equipment Covered.
6. Provide free, safe and sufficient access to the Customer Site(s) and the Equipment Covered in order for **ITVET** to fulfill their obligations under this Service Agreement.
7. Not to disclose confidential or proprietary information to **ITVET**.
8. In providing service under this Service Agreement **ITVET** may need to access hardware or software not supplied by **ITVET**. Some warranties for third party products may become void if **ITVET** work on them. It is Customers responsibility to review the terms of those warranties and ensure that **ITVET** performance will not affect the warranties, or, if it does, the effect will be acceptable to you.

CONSIDERATION

In consideration for **ITVET** providing the services described within the Service Agreement the Customer agrees to pay to **ITVET** the Annual payments agreed under the heading Annual Payment on the front of this document. The Customer will be invoiced their Annual Charges in advance commencing on the Support Start Date as agreed on the front of this document and thereafter annually in advance. If the Customer prefers he may pay the agreed Annual Charge quarterly, this must be paid by Direct Debit and agreed in advance.

ADDITIONAL CHARGES

In addition to the charges set out in this Agreement **ITVET** will also, using the **ITVET** current commercial rates or the reduced hourly/daily rates for: any service requested but not covered by this Service Agreement. Any service requested out of Service Hours, this will be charged at the pre-agreed rate or the reduced hourly/daily rates agreed on the front of this document.

Consumables requested by the Customer. Installation or Re-Installation of any Software not covered under this Service Agreement Increased time or re-visits due to failure of Customer to give adequate access to Equipment Covered.

PAYMENT TERMS

Invoices made payable under this contract must be paid within thirty days of the invoice date. If the Customer fails to make payment within thirty days **ITVET** reserves the right to: Withhold service facilities until payment is made in full. Charge interest at a rate of 2% per calendar month or part thereof, Charge an administration fee of £50.00.