

TERMS AND CONDITIONS OF TRADE AND SERVICES

1. DEFINITIONS

Words and expressions that appear in these terms and conditions shall have the following meanings: -

"**IT4 LTD**" ("we", "us", "our") means IT4 LTD (registered number 04152039) whose registered office is at Centrix House, Crow Lane East, Newton Le Willows, St. Helens, Merseyside WA12 9UH.

"**User**" means the user on the Customer's internal network within the specified premises.

"**Service Provider**" means any authorised third party who IT4 LTD designates as the provider of the Services.

"**Account**" means the record of all charges due from a customer.

"**Agreement**" means the agreement between IT4 LTD and the Customer in respect of the services incorporating these terms and conditions.

"**Customer**" (You) means the party named as such on the Customer Order Form to Whom IT4 LTD agrees to provide services and by whom charges are payable.

"**Customer Order Form**" means IT4 LTD's current customer order form signed and accepted by the Customer and as amended from time to time.

"**Order**" or interchangeably "Purchase Order" means a customer's order for services made on a Customer Order Form or otherwise notified to IT4 LTD by the customer.

"**Services**" means those services provided by IT4 LTD to the customer as set out in one or more Customer Order Forms for that customer or otherwise notified in writing by IT4 LTD to the customer from time to time.

"**System**" means the specified services, configuration, hardware or software as specified on the Customer Order Form.

"**Network**" means the Customer's personal computers connected to each other forming a local area network (LAN) installed at the Customer's site.

2. PROVISION OF SERVICES

Technical Support and maintenance services

- 2.1. IT4 LTD shall supply technical support services to the Customer for the Customer's Network or Systems at the address specified on the Customer Order Form and with the specifications laid out in the quote and Purchase Order.
- 2.2. IT4 LTD shall use all reasonable endeavours to respond to and resolve any technical issues that may arise on the Customer's Network or with their systems as applicable within the agreed response times.
- 2.3. IT4 LTD or a designated Service Provider will provide our Services.
- 2.4. Response times are estimates and may vary according to the remoteness or accessibility of the Customer's location, the severity of the problem and the availability of engineering resources.
- 2.5. Services may be provided via email, internet, over the telephone, through remote access methods and tools where possible and at the Customer's Location where appropriate (please note that additional charges will apply where remote access support or an on-site visit is required).
- 2.6. Unless explicitly stated on the Order, the following are not covered under our Support and maintenance Services: system rebuilds or reinstallations, items excluded from Warranty, changes to configuration, relocation, preventative maintenance, consumables, diskettes, unnecessary work in our assessment, electrical environment, transfer of data or Software, virus scanning or cleaning, anti-virus updating, data backups.
- 2.7. We may from time to time advise the Customer on issues that need to be addressed, to ensure the Network or Systems remain operational and/or continue functioning optimally, and the best way to implement our recommendations. Note that the Customer in the process of implementing these recommendations may incur other charges, however, We will endeavour to notify the Customer of these charges prior to undertaking any work and will generally only do so if and when authorised to do so by the Customer. If however, the Customer cannot be reached for authorisation/verification, at their normal place of work, then We reserve the right to proceed without the Customer's explicit consent if We believe that it is in the best interests of the Customer for us to do so.
- 2.8. IT4 LTD may perform a check-up after receipt of an Order from the Customer for Network Support services prior to commencement of the Service. In the event that IT4 LTD does carry out a check-up, it will attempt to identify existing technical issues and may advise the Customer of these issues and any additional steps and/or any expenditure that may be required to resolve them. At no time will this imply that IT4 LTD has an obligation to either carry out a check-up, provide the customer with any information pertaining or relating to the check-up nor make any recommendations based on information gathered from any check up that may have been carried out.
- 2.9. Our standard office hours are 9am to 5pm, Monday to Friday excluding bank/public holidays. In addition, we may reduce support cover or close our offices in order to provide technical staff training or to carry out essential maintenance work.
- 2.10. All faults reported to us and logged after 4pm on a normal working day will be treated as having been logged at 9am on the following working day.
- 2.11. All faults reported to us and logged later than 4pm on a normal working day, that require an engineer to visit the Customer's site in order to troubleshoot and/or resolve the problem, will be treated as having been logged at 9am on the following working day. We will however endeavour to provide an engineer on the same day.

Network installation and other installation services

- 2.12. IT4 LTD shall supply Network or System installation services to the Customer at the address specified on the Customer Order Form and with the specifications laid out in the quote and Purchase Order.
- 2.13. Network or System installation Services will be provided by IT4 LTD or Service Provider.
- 2.14. All installation times and dates given are estimates and will vary according to the remoteness or accessibility of the Customer's location, the complexity of the installation or the constituent products, the severity of any problems that may arise during the installation, delays arising as a result of late third party deliveries, delays arising as a result of the Customer limiting or restricting access to their premises to specific times of the day (or specific days), delays arising as a result of unforeseen product incompatibilities, delays arising due to non-availability of required services or products (e.g. telephone lines), and the availability of engineering resources.

All third party product/service supply and sourcing (Delivery/Title/Risk)

- 2.15. Any delivery period communicated to the Customer for third party products or services or for any of our services that are dependent on third party products or services is approximate and based on estimates provided by the third party supplier.
- 2.16. Delivery by instalments may be made.
- 2.17. The place of delivery is as stated on the Order.

- 2.18. Title (Ownership) to all Products and Services supplied by IT4 LTD passes to the Customer on receipt of full payment and until then the Customer must insure and store our goods separately and may not modify, pledge or sell them. IT4 LTD may enter the Customer's site or storage premises to repossess the goods. Should you sell them before title passes, you will become IT4 LTD's agent and the proceeds of that sale shall be held on our behalf, separately from your general funds. IT4 LTD may sue for the price before title passes. If you refuse delivery without our agreement, you must pay our expenses or loss resulting from that refusal, including storage costs, until you accept delivery.
- 2.19. All third party services purchased by the customer are subject to our standard automatic renewal policy (please see clause on Automatic Renewal of Services) except where the terms of the third party provider of that service (Service Provider) require a cancellation notice in excess of the cancellation notice required by our standard Automatic Renewal of services policy.

General (applicable to all services)

- 2.20. IT4 LTD agrees to provide services to the Customer under the terms and conditions of this agreement once IT4 LTD has accepted the Customer's Order. IT4 LTD will have accepted the Order when the conditions for accepting an order have been met (as indicated on the Purchase Order) and when IT4 LTD first provides the services to the Customer.
- 2.21. IT4 LTD may treat each of the Services provided by IT4 LTD to the Customer as being covered by separate agreements (under these terms and conditions) between IT4 LTD and the Customer for the provisions of those particular services. These terms and conditions will continue to apply to any remaining or new services provided notwithstanding the non-availability, suspension or termination of any of the individual services, unless IT4 LTD advises the Customer otherwise in writing.
- 2.22. The minimum period for the services is as specified in IT4 LTD's Customer Order Form and agreed in a specific Order placed by the Customer on IT4 LTD's Customer Order Form or 12 months if a minimum period is not specified on the Customer Order Form. This is only applicable to Services that are provided over a period of time for example annual support services.
- 2.23. Automatic Renewal of Services: The Customer is required to provide IT4 LTD with a cancellation notice of no less than one (1) month before the end of the Customer's existing service contract failing which, the Customer will be deemed to have renewed the service at the current rate applicable to that product or service. The Customer will also be deemed to have accepted the latest terms and conditions prevailing at the date and time of the automatic renewal.
- 2.24. All support for 3rd Party Products or Services, whether sourced through IT4 LTD or elsewhere, will be based on the manufacturer's or licensor's warranties and/or guarantees.
- 2.25. IT4 LTD does not offer any guarantees as to the security, safety or protection of the Customer's electronic or other communications (including electronic mail and Internet access) or System. This responsibility lies solely with the Customer.
- 2.26. IT4 LTD is not responsible for maintaining, nor does it offer any guarantees as to the security, safety or protection of, the Customer's premises, cabling, hardware, data and backup of any data.
- 2.27. IT4 LTD does not offer any guarantees that it will be able to resolve all technical faults that arise with the Customer's Systems or Network.
- 2.28. IT4 LTD is not responsible for the installation of nor the maintenance of any additional software, hardware, services or other components, that may or may not be required, unless agreed to in advance and in writing between IT4 LTD and the Customer prior to the installation of any of these components.
- 2.29. IT4 LTD shall not be responsible for any issues that arise due to the addition of components to the Customer's Network including new software installations, hardware installations, cabling and any other installations without prior written notification to and consent of IT4 LTD.
- 2.30. IT4 LTD reserves the right to delay the provision of any Service, System, Network, product or component of any Service, System, Network, or product in general, if it believes that doing so will provide a more efficient or reliable or cost effective Service, System, Network or product and ultimately a better service to the customer. Where there is a choice between partial fulfilment/provision of and delayed but complete fulfilment/provision of a Service, System, Network or product, IT4 LTD's decision will be final.
- 2.31. IT4 LTD reserves the right to charge the Customer an additional amount (over the originally agreed amount) to cover any additional costs incurred by IT4 LTD arising due to or as a result of scheduling changes made by the Customer, non-availability of the Customer or any of the Customer's members of staff who are required to be available or present at an agreed time or place, the Customer limiting or restricting access to their premises to specific times of the day (or specific days) and/or delays arising due to non-availability of required services or products or other resources (e.g. telephone lines) that are supposed to be provided or made available by the Customer unless this has been explicitly agreed to, in writing, prior to the work commencing.
- 2.32. Where a product or service has been discontinued or stock is no longer available at the time IT4 LTD initiates purchasing of the product or service in question, IT4 LTD reserves the right to cancel the order even if the order was previously accepted, by notifying the Customer of our intention to do so and refunding to the Customer the amount paid - within 2 weeks of the notification. If a close alternative to the product or service in question exists i.e. one that will provide technical functionality similar to the product or service in question, then we will advise the customer of this. In the event that we are unable to contact the Customer for authorisation to purchase a substitute and we believe it to be in the best interests of the Customer that we do so, then we will do so. We will of course always endeavour to find the exact product or service in question and will always attempt to contact the customer for authorisation prior to purchasing a substitute.
- 2.33. IT4 LTD reserves the right to stop providing support for any products or services whose sales have been discontinued or where the manufacturer ceases to provide support for that product or service for whatever reason including liquidation. We may, at our sole discretion, choose to continue providing support on a best-efforts basis for any discontinued products, or for products that are no longer supported by their manufacturers. We may however require that the Customer pay a charge in addition to the standard support already purchased from us, for our continuing support of this product.

3. THE CUSTOMER'S OBLIGATIONS

The Customer shall at all times throughout this agreement:

- 3.1.1. Comply with any reasonable directions or instructions issued from time to time by IT4 LTD in connection with the Services being provided by IT4 LTD.
- 3.1.2. Ensure that they do not perform any actions that are defamatory and which may be likely to bring the Services or IT4 LTD into disrepute or which may be prejudicial to IT4 LTD's present and future commercial interests.
- 3.1.3. Ensure that they do not use the Services provided by IT4 LTD in a manner that will or may constitute a criminal act.
- 3.1.4. Provide to IT4 LTD such assistance and/or information in a timely manner as may be required by IT4 LTD to fulfil its obligations under the terms of this agreement.
- 3.1.5. Pay IT4 LTD's charges under this Agreement on or before the due date for payment without set off, deduction, counterclaim or abatement.
- 3.1.6. Ensure that prior to any work being carried out on the Customer's behalf by IT4 LTD, the Customer will have backed up all of their data onto removable media, verified that the data has indeed been successfully backed up (by running a test restoration

of the same data) and stored the data in a safe location (preferably offsite). This is notwithstanding any commitment that any representative of IT4 LTD may have made to the Customer to back up the data on their behalf. Should the Customer wish or require IT4 LTD to undertake to perform backups on their behalf, then the Customer will have to purchase an additional service (referred to as Backup Services in this document. Note that the Backup Services may be referred to differently in other documents) and pay an additional charge. The Backup Services are covered by a separate written agreement between the Customer and IT4 LTD. The agreement covering the Backup Services is valid only if authorised by a valid signature by one or more of IT4 LTD's directors and subject to receipt of full payment for the service prior to the work being performed.

- 3.1.7. The Customer shall indemnify and hold harmless IT4 LTD against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from or in any way connected with the use of the Services provided by IT4 LTD to the Customer under this Agreement.
- 3.1.8. The Customer may not disclose any ideas, development work, prototypes, products, services, pricing or other material produced or made available by IT4 LTD without the prior written consent of IT4 LTD's director/s.
- 3.1.9. The Customer, either directly or through another party, may not make any offer of employment nor offer any inducements, to any representative ("the representative") of IT4 LTD, be they current employees (or have been employed by IT4 LTD within 12 months prior to the Customer's offer), external consultants, subcontractors or other parties, that would harm IT4 LTD's commercial interests, cause loss of earnings, or create possible conflicts between IT4 LTD and its representative without the prior written consent of IT4 LTD's director/s. In the event that the Customer wishes to make such an offer (or has made an offer), a fee will become payable by the Customer to IT4 LTD. The fee payable by the customer to IT4 LTD is dependent on the value placed by IT4 LTD on the representative in question and will be decided upon by IT4 LTD's director/s at the time of the aforementioned event but, is subject to a minimum of 40% of the total gross remuneration of the representative during the 12 months prior to the customer's offer.
- 3.1.10. The Customer accepts full responsibility for the choice of Products or Services purchased from IT4 LTD and its suitability for the intended purpose or use.
- 3.1.11. Provide IT4 LTD and its representatives with all reasonable courtesy, information, cooperation, facilities and access to enable IT4 LTD to perform its duties, failing which IT4 LTD shall not be obliged to perform any service or provide assistance.

4. CHARGES

- 4.1. The Customer shall make payment of such charges for services supplied as detailed in the Customer Order Form or invoice subject to the payment terms stipulated in the Customer Order Form or invoice.
- 4.2. The Customer, subject to receipt of a payment request verbal or otherwise, shall pay the full amount by the due date stated.
- 4.3. Charges shall be due by the date specified in the Customer Order Form or invoice submitted to the Customer by IT4 LTD with regards to the provision of the Services specified in these terms of agreement. If any amount payable by the Customer is not received by the due date for payment, IT4 LTD shall be entitled to suspend the Services and charge interest on the amount overdue at the rate of 10% above the base rate for the time being of Yorkshire Bank plc from the due date of payment until the date of actual payment and to recover from the Customer all costs and expenses incurred in attempting to obtain payment from the Customer.
- 4.4. If a Customer disputes any charges shown on an invoice, notice of such dispute must be sent to IT4 LTD, in writing, within 5 days of the date of the invoice, failing which the Customer shall be deemed to have accepted the correctness of the invoice.
- 4.5. In the event that work is postponed or cancelled, IT4 LTD shall bill the Customer for all work completed and expenses incurred up till the termination or postponement or cancellation of the order. If additional payment is due, this shall be payable within the amount of time stipulated on the customer order form. In the event of cancellation, the Customer shall also pay any expenses, which are incurred by IT4 LTD as a result of the premature termination. The Customer shall assume responsibility for all collection of legal fees necessitated by default in payment.

5. LIABILITY

- 5.1. IT4 LTD does not exclude or restrict any liability to the Customer for death or personal injury attributable to its own negligence as a result of deliberate misconduct of that of its employees.
- 5.2. IT4 LTD shall exercise reasonable skill and care in the provision of the Services.
- 5.3. Except as expressly stated otherwise in this Agreement, in relation to the provision of Services, IT4 LTD shall have no obligation, duty or liability in or for contract, tort (including negligence and breach of statutory duty) or otherwise and all other conditions, warranties, terms, representations and undertaking, express or implied (whether they are implied by statute, common law or in any other way) are excluded.
- 5.4. IT4 LTD shall not be liable for any direct, indirect or consequential losses to data, damage or expenses suffered by the Customer including (but not limited to) loss of anticipated profits or savings, goodwill, business contracts or losses resulting from third party claims.
- 5.5. IT4 LTD shall not be liable for any direct, indirect or consequential losses incurred by the customer as a result of data loss, failure of third party hardware and software or services unless specifically agreed to in writing in advance between IT4 LTD's director/s and the customer.
- 5.6. IT4 LTD shall not be liable for any damage remedied by IT4 LTD within reasonable time.
- 5.7. IT4 LTD shall not be liable for any loss avoidable by you through reasonable conduct, including backing up all data and following IT4 LTD's reasonable advice generally
- 5.8. IT4 LTD shall not be liable for damage caused by third party products or services.
- 5.9. IT4 LTD shall not be liable for all items excluded from the Warranty (where applicable) or by Force Majeure.

6. GENERAL

- 6.1. Any work that the Customer wishes IT4 LTD to carry out which is not specified in the quote or order form will be considered an additional service. Such Work shall require a separate Agreement and payment separate from that covered by this Agreement. Any additional work requested by the Customer, of a visiting Engineer, during the fulfilment of another order will be deemed to be a request by the Customer for the provision of that service and that additional work, and if accepted by the visiting engineer, will be billed separately to the customer at the rate prevailing at the time of the request.
- 6.2. IT4 LTD shall address all bills and serve any notices on the Customer pursuant to this agreement in writing either by post to the address set out on the Customer Order Form, or if the Customer has informed IT4 LTD in writing, of any change of address (the "New Address"), to the New Address or by facsimile to the facsimile number set out on the Customer Order Form, or if the Customer has informed IT4 LTD in writing of any change of facsimile number, to the new facsimile number or by electronic mail ("email") to the electronic mail address set out on the Customer Order Form, or if the Customer has informed IT4 LTD in writing of any change of electronic mail address, to the new electronic mail address.

- 6.3. The Customer shall serve any notices on IT4 LTD pursuant to this agreement in writing either by post to IT4 LTD, Centrix House, Crow Lane East, Newton Le Willows, St Helens, WA12 9UH, or if IT4 LTD has informed the Customer of any change of address (the "New Address"), to the New Address or by facsimile to +44 (0)870 165 7298, or if IT4 LTD has informed the Customer of any change of facsimile number, to the new facsimile number or by electronic mail ("e-mail") to accounts@it4group.co.uk, or if IT4 LTD has informed the Customer of any change of electronic mail address, to the new electronic mail address.
 - 6.4. If the Customer registers a limited company or partnership and ownership of the Customer's company is transferred to this limited company or partnership or any other legal entity then these terms and conditions will apply to the limited company, partnership or other legal entity as well.
 - 6.5. All documents dispatched by IT4 LTD to the Customer shall be deemed served 48 hours after posting or, in the case of transmission by facsimile or electronic mail, 4 hours after the time of dispatch.
 - 6.6. We may occasionally monitor and/or record communications (including phone calls and emails) between the Customer and us, to ensure that we are meeting our service standards.
 - 6.7. Failure by IT4 LTD to exercise any of its rights under these terms and conditions shall not be a waiver or forfeiture of such rights. No express or implied waiver by IT4 LTD shall be construed as a continuing waiver, nor shall it prevent IT4 LTD from acting upon that or any subsequent breach or from enforcing any term or condition. No concession granted by IT4 LTD to the Customer shall operate as a waiver or forfeiture nor shall it prejudice exercise of IT4 LTD's rights (whether or not the customer shall have acted upon the same or shall have received any prior notice withdrawing such concession).
 - 6.8. We may change the terms of this agreement at any time by telling you about the change. We will tell you about any changes in one or more of the following ways: advertising in the press; posting a notice on one or more pages on our website; emailing, faxing and/or posting a notice along with other communications sent to You; emailing, faxing and/or posting a separate written notice. Changes will happen at least 10 days after we tell you about them, apart from changes in prices which may apply immediately. We may make changes to take account of market conditions, changes in the cost of providing this service to you, changes or anticipated changes in legal or other requirements affecting us, any systems or product development or the introduction of new products or services, or any other good reason.
 - 6.9. These terms and conditions shall override any previous terms and conditions stipulated by the Customer or IT4 LTD.
 - 6.10. No variation of this Agreement shall be effective unless agreed to in writing by IT4 LTD.
 - 6.11. This agreement is governed by English Law and English courts shall have exclusive jurisdiction as regards any dispute arising out of the same.
7. **FORCE MAJEURE**
IT4 LTD is not liable for delays in performance (incl. delivery or service) caused by circumstances beyond its reasonable control and will be entitled to a time extension for performance; examples include strikes, supplier / transport / production problems, exchange fluctuations, governmental or regulatory action and natural disasters.