



C7 Solutions Ltd
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Services Contract

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This document contains the terms and conditions of the C7 Solutions IT support and consultancy services contract. All support and consultancy advice given by C7 Solutions to our customers is covered by the terms of this contract.

Release 4 – May 2010.

The booking form associated with this document contains the related signatures.

1. Contract Overview

The contract that the customer has with C7 Solutions is outlined in the booking document and that document and these terms and conditions comprise the total of the contractual agreement between both companies.

1.1. Support Product Purchased

C7 Solutions provide a number of support products, ranging from ad-hoc call out and system repair to full onsite consultancy service. Please see your booking document for the level of support and number of hours purchased.

1.2. Contract Details

1.2.1. Customers Point of Contact

All support calls should be made to C7 Solutions by telephone or email. The main telephone number is 0845 257 1777 from inside the UK, though the direct mobile number of your C7 Solutions consultant will also be made available to you.

1.2.2. Contact Details

The customer should nominate who is expected to be the first point of call for all new support calls. The customer can request that only calls originating from this source be processed. This can be done to ensure a level of control on the usage of support hours purchased.

1.2.3. Site Address

C7 Solutions will only offer support to IT equipment and staff at locations designated by the customer to be targets for such support. Support can additionally be offered (within the existing support contract) to users working from home or other locations. It is the customer's responsibility to ensure that C7 Solutions are allowed to offer support to staff outside of any designated location.

1.2.4. Change Control

C7 Solutions will adhere to any change control processes that the customer already has in place at the start of the contract or any that are brought into place during the contract. It is the customer's responsibility to ensure that C7 Solutions are notified about the existence of, or any changes to, a change control process.

1.3. Agreed Product Set

It is not always possible for C7 Solutions to support every product. This is especially the case for custom authored software or line of business applications. Therefore it is important that the customer has a current support contract with the author/manufacture of bespoke software solutions.

C7 Solutions will act as your point of contact between the customer and the software manufacturer if a support call needs to be placed and can be used to determine if the

problem experienced actually lies with the product or some underlying part of the customers IT infrastructure.

2. Definitions

Agreement: Means these terms and conditions, the front page of this document and such other documents as have been incorporated by reference and as such may be amended from time to time as provided herein.

C7 Solutions: Means C7 Solutions Limited (registered in England and Wales with company number 4447637) whose registered office is at 11 Wentworth Road, Oxford, Oxfordshire, OX2 7TQ.

Time Unit: Each support call is recorded to the next complete quarter of an hour, half of an hour or hour depending upon the support product purchased.

Customer: Means the party named as the Company Name on the front page of this Agreement.

C7 Solutions Office Hours: Means 9am to 5pm, Monday to Friday, except statutory and public holidays.

3. Support Services Description

3.1. Support Services Agreement Description

C7 Solutions provide support through the purchase of hourly units of support. Each support call uses up an amount of these hours (or parts of hour) depending upon the active time C7 Solutions take on resolving the support issue. The booking form describes the minimum units that the customer can expect one support call to take. This minimum unit can range from 15 minutes to 1 hour depending upon the level of support purchased.

The purchase of these hours allows the customer telephone and remote support during C7 Solutions Office Hours.

Unused support hours at the end of a contract year will be carried over if the customer renews their contract for a subsequent year.

The number of hours that a customer purchases should be suitable for their business need over the period of the contract unless the customer has purchased an ad-hoc support contract which allows calls when needed and variable monthly billing.

3.2. Organisation Wide Support

C7 Solutions Support Service Agreement is an organisation wide contract and does not place restrictions on the number of sites or users covered. However, C7 Solutions strongly recommends that the number of Customer Contacts is restricted to specific named individuals (see 1.2.1 above) to prevent unauthorised use or wasting of units. C7 Solutions cannot be held responsible for units used by an 'unauthorised' customer employee.

3.3. Time Units

Each support call logged will have the time taken to understand and resolve the issue recorded by C7 Solutions. The amount of time used at the end of each day will be recorded by C7 Solutions on their support timesheet and the total amount of used time will be deducted from the available time that the customer has already agreed to.

Different support products round time up to the nearest time unit. All time billing is completed in used units of time and not in exact minutes of time. The minimum time unit is described on the booking form and is never less than 15 minutes.

Support calls requested and resolved, in full or part, outside C7 Solutions Office Hours will be recorded at time + half a time support units used rounded to the nearest 15 minutes.

3.4. Remote Access

If the customer provides remote access into their systems for C7 Solutions to resolve support issues, then no extra charge will be made for support provided remotely.

3.5. On-site Access

If an issue cannot be resolved remotely then C7 Solutions will visit the customer site to fix the issue. Travel to the customer site is charged at £40 per visit additional to the support hours that will be consumed by the visit.

Sites that are not within a reasonable travelling distance of C7 Solutions personnel and where an overnight stay is required will be charged at 50p per mile from C7 Solutions registered office and cost of accommodation and expenses. Distance as determined from <http://maps.google.co.uk>. Reasonable is defined as less than ninety minutes, or one hundred miles, one way journey to the site).

A standard consultancy day is an eight hour day Monday-Friday (excluding UK public holidays) during the time window of 08:00 and 17:00. If work is to be undertaken outside of these times, it will be quoted for on an individual basis prior to commencing the engagement.

3.6. What C7 Solutions Will Do

- (a) install any updated operating system (but not application) software releases supplied to C7 Solutions by software manufacturers and intended for incorporation into the System;
- (b) where ordered by the Customer, set up and maintain command files for System start-up, System back-up and other batch processes required in the normal running of the System;
- (c) monitor the System during the morning of each day that the Support Services are provided and advise on and correct potential problem areas in back-up procedures;
- (d) carry out routine housekeeping on the System by tidying up files and tuning the System as and when it deems necessary; and
- (e) advise on any problems associated with hardware or operating system software for which the Customer has contracted hardware or software maintenance;

3.7. System Checks

C7 Solutions will carry out System checks each morning for the following:

(a) confirmation of the creation of successful back-ups where the Customer has provided a suitable level of access and has advised C7 Solutions of all appropriate success and error status codes;

(b) the success/failure of certain overnight tasks (batch jobs) previously notified by the Customer to C7 Solutions in writing on or before the commencement of this Agreement, the Customer having also provided C7 Solutions with the necessary success or failure codes.

(c) the existence of any required daytime background tasks where the Customer has provided C7 Solutions with an appropriate means of testing;

(d) the occurrence of any hardware errors where these are capable of easy detection during the running of background tasks, and to report any failures arising from any of these checks to the Customer by email or telephone.

3.8. Support Services Do Not Include

Any form of hardware equipment maintenance or software maintenance.

3.9. Out of Hours Support

Support taken outside office or on-site hours will be charged at one and a half time.

3.10. Support Call Method

3.10.1. Access

All support calls should be made to C7 Solutions by telephone or email. The main telephone number is 0845 257 1777 from inside the UK, though the direct mobile number of your C7 Solutions consultant will also be made available to you.

3.10.2. Contacts

The Customer should specify their named contacts authorised to log support calls with C7 Solutions. This list of contacts will consist of a primary contact and secondary contacts. Authority to include additional secondary contacts will need to be performed by the primary contact.

3.10.3. Call Priority

Incoming calls can be designated by the customer as High, Medium or Low as a rating of priority when the call is initially opened. If the customer has more than one outstanding/current support call this value will be used to determine which should be worked on at a higher priority.

3.10.4. Service Level Agreement

The booking form describes the guaranteed time in which C7 Solutions will return a logged call or email with us regarding a support incident.

3.10.5. Call Closure

A call will be closed when it has been mutually agreed with Customer that the call has been resolved, or reached a final conclusion, or customer does not wish to use or expend further service units on the support call.

3.10.6. Reporting

Each support incident is recorded for billing and reporting purposes. Itemised billing is available to customer upon request.

3.11. Regular Review

To ensure that customers do not run out of credits a review of available credits occurs every few months.

3.12. Payment

Payment for all invoices will be 30 days in arrears unless the customer does not pass a credit check performed on starting the contract. If a customer does not have a credit agreement with C7 Solutions then payment will be required in advance.

C7 Solutions will regularly obtain credit reference information on your company to ensure that we can maintain current invoicing arrangements.

The invoice total each month will be 1/12th of the total contract amount + any travel expenses and other charges accrued in the previous month. Invoices will be compiled near the end of each calendar month.

For new contracts, C7 Solutions reserve the right to change the invoicing rate from 1/12th of the contract total each month to the amount used each month.

All payments which are not received when payable will be considered overdue and remain payable by the Customer together with interest for late payment at the rate prescribed in the *Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002* from the date payable until payment is received. Such interest is due for payment immediately on invoice.

Notwithstanding the above provisions for late payment, in such event C7 Solutions may, at its option and without prejudice to any other remedy at any time after payment has become due, terminate or temporarily suspend this Agreement.

Any credit note issued by C7 Solutions in respect of over payment will be valid for 12 months from date of issue and will expire if not used within that time. Cash refunds are not available once a credit note has been issued.

3.13. Purchasing Additional Service Units

Additional support hours can be purchased at the current level of support defined by the contract by the customer at any time within the duration of the support contract for the current price of those hours. If enough extra hours are purchased to take the total purchased in the contract year into the next price bracket then the cost of each hour is reduced based on the C7 Solutions price scale.

3.14. Contract Renewal

Each support contract has a fixed term of twelve months unless extended during the initial contract negotiations.

- If at the end of a support contract any support time remains and the contract is not renewed, the remaining time expires and is not refundable.
- The minimum renewal fee is the purchase of a support contract suitable for the business at the time of renewal. Recommendations on the size of this contract will be made by C7 Solutions based upon historical usage.
- Once the contract is renewed, then the specified 'Roll Over %' of remaining support hours will be carried over from the previous year to the renewed contract.

C7 Solutions request notification 30 days prior to the end of contract if the customer intends not to renew, this is to ensure a smooth hand-over of and that any open calls are closed.

3.15. Contract Termination Provision

This Agreement will commence from the date shown on the booking form and will continue for an initial term of one year unless otherwise stated on the booking form.

Either party will have the right to terminate the Agreement as long as 60 days notice has been given by either party.

Termination without notice is allowed if either company is involved in any legal proceedings concerning its solvency, or commences liquidation (except for purposes of reconstruction) or ceases or threatens to cease trading, or generally becomes unable to pay its debts within the meaning of section 123 of the United Kingdom's Insolvency Act 1986.

In the event of a contract termination by either party reimbursement will be paid to the Customer by C7 Solutions on a pro-rata basis of the remaining unused hours. If the customer has used more hours than their current paid invoices cover then an invoice will be issued for complete payment of all outstanding monies. This invoice will be due within 30 days.

3.16. Customer Undertakings

3.16.1. Licences

The Customer will have valid software licences as advised by C7 Solutions for all software operating on the System throughout the term of this Agreement and will ensure that these licences do not expressly or impliedly prohibit third party system support or facilities management.

3.16.2. Maintenance Agreements

The Customer will keep the System's hardware and the software operating on the System maintained under support service contracts with the suppliers, manufacturers or publishers of such hardware and software or such other third party supplier of such services as may be agreed by C7 Solutions.

3.16.3. Customer Requirements

- (a) provide C7 Solutions and its staff assigned to perform the Support Services with all necessary information and assistance that may reasonably be required to enable C7 Solutions to carry out its obligations to the Customer under this Agreement;
- (b) notify C7 Solutions immediately of any System malfunction and provide C7 Solutions with complete information concerning the malfunction;
- (c) allow C7 Solutions and its staff full and complete access to the areas in which the Support Services are to be performed on the Customer's sites;
- (d) allow C7 Solutions where required to have sole access to the System during C7 Solutions Office Hours in order that the Support Services can be provided and problems resolved;
- (e) allow C7 Solutions to study its information and data for the purposes of rectifying problems and giving advice;
- (f) provide telephone and modem facilities to C7 Solutions requirements for remote investigation of System malfunctions; and
- (g) provide a direct telephone connection with handset in the computer room or ensure that a mobile telephone signal is obtainable within the room.

3.17. Health and Safety

The Customer will take all reasonable steps to ensure the health and safety of C7 Solutions staff while they are on the Customer's sites.

3.18. Limitation of Liability

The Customer acknowledges that it is the best judge of the value and importance of its data held on any computer system and will be solely responsible for:

- (a) instituting and operating all necessary backup procedures upon equipment which is at the Customer's premises to ensure that data integrity can be maintained in the event of loss of data for any reason;
- (b) satisfying itself that the specified backup procedures operated by C7 Solutions upon equipment which is at C7 Solutions premises are sufficient to meet the Customer's requirements for maintaining data integrity in the event of loss of data for any reason; and
- (c) taking out any insurance or other financial protection against loss or damage which may arise from loss of data for any reason.

3.19. Warranty and Repair Times

C7 Solutions does not provide any warranty or guarantee nor is any warranty or guarantee to be implied that it will be successful in undertaking any data reconstruction and C7 Solutions does not accept any liability in this respect.

C7 Solutions shall use its reasonable endeavours to perform the Support Services within any agreed time but any such times are estimates only.

The Customer is responsible for keeping the System insured against all risks including when the System is located at C7 Solutions premises.

3.20. Liabilities

C7 Solutions shall not be liable to the Customer for:

- (a) any loss of profits, revenue, contracts, data or anticipated savings; or
- (b) any consequential or indirect loss or damage however caused.

3.21. Notices

Any notice given under this Agreement by either party to the other must be in writing and delivered to the address shown on the front page of this Agreement, or to any other address notified in writing by one party to the other for the purpose of receiving notices, by personal delivery, courier, registered mail, or fax and will be deemed to have been given in the case of:

- (a) personal delivery or courier, when delivered;
- (b) mailing, three (3) working days after the date of mailing, or
- (c) fax, when a written acknowledgement is received by the sender.

3.22. Law and Disputes

The parties shall attempt to resolve any dispute relating to this Agreement through negotiations between senior executives of the parties who have authority to settle the dispute.

If the matter is not resolved through negotiation, the parties may, at their election, attempt in good faith to resolve the dispute through an Alternative Dispute Resolution (“ADR”) procedure as recommended to the parties by the Centre for Effective Dispute Resolution in London. If the matter has not been resolved by an ADR procedure within thirty (30) days of the initiation of that procedure, or if either party does not wish to participate in an ADR procedure, the dispute may be referred by either party to the English courts and the parties submit to their jurisdiction for that purpose.

This Agreement is governed by English law.

3.23. General Terms of Sale

C7 Solutions has prepared this document in response to the Customers' requirement for a support service.

No contractual relationship shall arise between the parties, and C7 Solutions will not perform any services or deliver any products or services until both parties have signed this agreement on the cover page or signed the associated booking form.

This Agreement has been negotiated in good faith by the parties and each clause of this Agreement has been separately negotiated and specifically agreed upon for inclusion by the parties. Each and every limit and exclusion in this Agreement is independent and severable from the other and if held unlawful or unenforceable that part shall be struck out and the remainder shall remain in effect.

The prices contained in this document are exclusive of value added tax (which shall be charged at the rate applicable at the date of invoice) and shall be exclusive of expenses.

The clause headings in this Agreement have been inserted for the purpose of convenience only and shall not be taken into account in its interpretation.

Except with respect to the obligation of the Customer to pay any sums due, neither party will be liable for total or partial failure to perform its obligations in this Agreement during any period in which its performance is prevented or hindered by circumstances beyond its reasonable control.

Whilst every effort has been made to ensure the accuracy of the information and statements contained in this document, such statements are based on C7 Solutions understanding of the information and data supplied by Customer as set out in this Contract. As such, C7 Solutions makes no warranty, representation or undertaking as to the completeness or accuracy of the information contained herein and shall not be responsible for any reliance placed thereon nor for any loss or damage suffered as a result of such reliance, save to the extent that such information forms part of or is otherwise incorporated into any subsequent legally binding agreement entered into by C7 Solutions and Customer. Other than expressly stated in this proposal, C7 Solutions excludes all express or implied conditions and warranties (whether imposed by statute or otherwise).

The information and data supplied by C7 Solutions in this document and any attachments or enclosures thereto are confidential or proprietary (hereinafter referred to as "Confidential Information") to C7 Solutions. Customer shall only be entitled to use Confidential Information disclosed by C7 Solutions for the sole purpose of evaluating this proposal and for no other purpose whatsoever. Customer shall not disclose Confidential Information other than to its employees, representatives, advisers and any third parties who need to know the same for the purpose of evaluating the proposal and Customer shall procure that any of its employees, representatives, advisers, and any third parties to whom it may properly disclose the Confidential Information are aware of the obligation of confidentiality and undertake to comply with it. Any copying, distribution, reproduction or disclosure of the Confidential Information contained in this document is not permitted without the prior written permission of C7 Solutions.