

## Telemat IT Support

### Support & Maintenance Contract Terms & Conditions

#### 1. Definitions in this agreement

"TELEMAT IT SUPPORT" shall mean Telemat IT Support – Part of Antur Teifi, of Antur Teifi Business Park, Aberarad, Newcastle Emlyn, Carmarthenshire, SA38 9DB Company Registration Number IP23194R

"Customer" means the company, organisation, person or persons that enter into the agreement for the supply of Support services.

"Users" and or "End Users" means the individual(s) using the products and or services

"Account" means the confidential file where the details of the customer are held.

"Agreement" means a contract for the provision of TELEMAT IT SUPPORT's Support Services signed by both parties (TELEMAT IT SUPPORT and the Customer). The agreement declares that the customer accepts TELEMAT IT SUPPORT's Support & Maintenance Contract Terms and Conditions and agrees to the provision of services as outlined in the support schedule.

"Support Schedule" means the schedule to the Agreement listing the services, products, software and or applications covered under the agreement.

"SLA" means the Service Level Agreement that dictates the Response Times provided by TELEMAT IT SUPPORT to the Customer for Incidents and the availability / regularity of services.

"System Audit" means an assessment of the customer system(s) by a TELEMAT IT SUPPORT consultant in order to gain the necessary understanding of the System for TELEMAT IT SUPPORT to be able to supply the required level of support.

"The Initial period" means the period of 12 months from the commencement of the Support Contract.

"Probationary period" means the 3 month period from the commencement of the Support Contract.

"Subsequent period(s)" means the subsequent period (s) thereafter unless terminated by not less than 1 months written notice to expire at the end of the relevant year.

"Continuity" means the contract is deemed as renewed unless cancellation is received in writing with not less than 1 months notice prior to the annual renewal date, any variation on this cancellation notice is at TELEMAT IT SUPPORT's discretion

"Distributor" means any supplier to Telemat IT Support.

"Vendor" and/or "third party software vendor" means the company who has designed or developed the software.

"Equipment" means the equipment specified in the Support Schedule.

"Roaming Computers/ Users" means a workstation, mobile communication device or user that is not permanently located at the Customer's site when the workstation or mobile communications device in question is owned by the Customer and is part of the Customer's domain.

"Server Instance" means a network, email or other server, whether physical or virtual.

"System" means the network, software, Server Instances, or any other item being maintained under the Agreement as defined in the support schedule of the Agreement.

"Software" refers to the Software Products specified in the Support Schedule. "Software applies to all parts of software, to new releases, updates and modifications of the software.

"Support Hours" means 8:00am to 5:00pm Monday to Friday excluding public and national holidays. Telemat IT Support reserves the right to reduce these support hours during Christmas and New Year as per operational requirements.

"Our representative" means any employee, agent or subcontractor of Telemat IT Support or other third party.

"Support Service" means any IT Support services as specified in the support schedule. Support may include both proactive and reactive actions to maintain the System's accepted operational status. There will be times when Changes as opposed to Support are required to maintain the accepted operational status of the System. Such Changes may be deemed as being chargeable.

"Change(s)" mean a modification that is material or otherwise that alters the hardware or software configuration of the System defined in the Agreement.

"Remote support" means any support given to you by us that is not given on site.

"On Site Support" means the provision of support services by Telemat IT Support at the customer site(s) as specified in the support schedule.

"Customer Site" means the Site or Sites specified in the Support Schedule at which the Customer operates the System defined in the Agreement.

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### 2. Commencement of Support Service

- 2.1 Upon commencement of the Support Service Agreement a System Audit will be performed, Telemat IT Support may at its discretion require the system audit prior to commencement of the Support Service Agreement
- 2.2 The Customer accepts responsibility for the status of their System prior to the involvement of Telemat IT Support.
- 2.3 Any deficiencies found during the System Audit will be noted in the report produced and can be corrected or improved by Telemat IT Support for an agreed price.
- 2.4 The Customer is under no obligation to commission Telemat IT Support to resolve issues discovered during the System Audit.
- 2.5 If the Customer does not wish to adopt recommendations for improving aspects of the System or resolve deficiencies highlighted or if there are omissions in the information provided by the Customer during the System Audit, Telemat IT Support retain the right to charge additional fees or impose reasonable limits on the Support provided for certain aspects of the System.
- 2.6 The fees for Telemat IT Supports Support Service will be calculated based upon the number of sites, Server Instances and workstations within the Customers IT System along with any other relevant factors or specific requirements the Customer may have. In the case of WiFi systems the support proposal will be based upon the number of access points, splash pages, ongoing support and any licensing costs. A quotation will be provided to the customer confirming costs for the support service
- 2.7 The Support Service Agreement will include the Support Schedule. This will be a list of the component parts of the support service and associated SLA's.
- 2.8 Sign off of the Agreement by the Customer will be deemed as acceptance of the support schedule and therefore acceptance of what will be supported under the terms of the Agreement.
- 2.10 Support Schedules may require amending from time to time depending upon the Customer's needs and Changes to the System. Any such amendments will be recorded and appended to the Agreement.
- 2.11 The Support Schedule may include Roaming Computers / Users (usually laptops or mobile communications devices such as Blackberrys) that are regularly away from the Customer's Site. Such computers must be owned by the Customer and of a configuration that is consistent with the computers at the Customers Site. This configuration requires Roaming Computers to be within the Customer's domain architecture and having appropriate Antivirus software installed.
- 2.12 The Customer will be required to provide confirmation of all Software Licensing applicable to the System either at the commencement of the Agreement or as required by Telemat IT Support during the Agreement.

### 3. Requesting Support

- 3.1 All requests for Support from the Customer must be made via telephone on 01239 712345 or e-mail to helpdesk@telemat.co.uk
- 3.2 The Customer must inform Telemat IT Support of any Incidents as soon as is practically possible. If there is a delay informing Telemat IT Support of obvious warning signs then the fault may grow and cause additional impact.
- 3.3 Upon receiving notification regarding an issue with the Customer's System, the issue will be logged as an Incident with an allocated Incident reference number. The Incident reference number along with details of the Incident will be provided to the Customer.
- 3.4 In the event of the Customer wishing to query the progress of an Incident, the Customer must be able to state the specific Incident reference number to enable Telemat IT Support to identify the Incident in question.

### 4. Delivery of Support

- 4.1 Support will be delivered by Telemat IT Support to the Customer in accordance with the Support Schedule. The Support Schedule will be stated in the Support Service Agreement.
- 4.2 Telemat IT Support retains the right to install 3rd party software on the Customer's System to facilitate the remote connection and delivery of Support to the Customer. In accordance with this right:
  - 4.2.1 If at any stage following the commencement of the Agreement the Customer refuses Telemat IT Support the right to install / use 3rd party software upon their System for the purposes stated in clause 4.2 above, Telemat IT Support retains the right to revise any pricing previously agreed for the Agreement or to terminate the Agreement.
  - 4.2.2 Telemat IT Support warrants to the Customer that all 3rd party software installed upon the Customers System for the purpose stated in clause 4.2 above will be licensed accordingly by Telemat IT Support.

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- 4.2.3 The ownership of 3rd party software installed upon the Customer's System for the purpose stated in clause 4.2 above will remain vested in Telemat IT Support.
- 4.2.4 The Customer can request that Telemat IT Support demonstrate and explain what 3rd party software it intends to install on the Customer's System and for what purpose it is intended.
- 4.3 Whilst working on Incidents, Technicians will keep a record of the time they spend and the actions taken. This information will be logged in the Telemat IT Support Support Application under the specific Incident reference number.
- 4.4 No guarantees or commitments will be given regarding the length of time required for resolving Incidents, unless otherwise indicated in the Service Support Agreement.
- 4.5 In providing Support, Technicians regularly refer to colleagues for help and advice with specific issues in order to resolve incidents as quickly as possible.
- 4.6 To ensure that Incidents are resolved as quickly as possible and to reduce the reliance on individual Consultants, Telemat IT Support retain the right to allocate Technicians to Incidents and actions within Incidents as they see fit, depending on the skills, experience and availability of Consultants.
- 4.7 The support schedule specified in the Agreement will determine the actual Response Times available under the following categories:
  - 4.7.1 Immediate Remote Support (within 30 minutes) – unlimited for all Customers, all calls answered directly by an experienced Technician.
  - 4.7.2 On Site Support (Response Times will vary depending on location of Customer Site) – varies for all Customers
- 4.8 Telemat IT Support retains the right to decide whether Support will be delivered remotely or on site at all times.
- 4.9 If as a consequence of Support being provided, software, other than that installed by Telemat IT Support for the purpose of facilitating remote connection and the delivery of Support as stated in clause 4.2. is installed, configured or in any way utilised on the Customer's System the Customer is responsible for having the appropriate license for the intended use of that software.
- 4.10 The Customer accepts that whilst Telemat IT Support may advise on software licensing matters the Customer will be legally liable for maintaining, acquiring and proving that appropriate licensing agreements for all software in use on their IT System exists. Consequently the Customer will be solely legally liable to pay any fees, fines or other costs associated with software licensing except for software installed by Telemat IT Support as per clause 4.2.
- 4.11 The customer will provide Telemat IT Support or its representative with unrestricted access to the system and will provide such further facilities and assistance as the representative may require to carry out the work. Telemat IT Support will not be liable for where its representative cannot provide support as a result of the Customer failing to provide such facilities or assistance.

## 5. Availability of Support

- 5.1 Standard Working Hours.
  - 5.1.1 Telemat IT Supports standard working Hours for the provision of remote Support services are 8.00 AM – 5.00 PM Monday to Friday (excluding public holidays) unless expressly stated otherwise in the Agreement.
  - 5.1.2 Telemat's standard working Hours for the provision of onsite Support services are 9.00 AM – 5.00 PM Monday to Friday (excluding public holidays) unless expressly stated otherwise in the Agreement (Including 1 hour for lunch).
  - 5.1.3 Technicians will work on varying shift patterns within the hours stated above. This means that individual Technicians do not necessarily work from 8.30 AM to 5.30 PM on a daily basis.
- 5.2 Out of Hours Periods.
  - 5.2.1 Telemat IT Support provide remote helpdesk Support during Out of Hours Periods which are the times beyond Telemat's standard working hours as outlined in clause 5.1 above, by pre-agreement only.
  - 5.2.2 On Site Support will NOT be available during Out of Hours Periods unless explicitly stated in the Customer's Support Agreement.
- 5.3 The Customer is responsible for giving Telemat IT Support the authority to deal with 3rd party suppliers on behalf of the Customer. When such authority has not been provided, the Support that can be offered by Telemat IT Support may be limited.
- 5.4 The full breadth and depth of Telemat's technical skills and expertise will not be available during Out of Hours Periods. Consequently there may be instances when the on duty Consultant reaches the boundary of their experience causing Support to be suspended until other technical members of staff are available.

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- 5.5 When other technical expertise and experience is required in relation to an Incident logged during an Out of Hours Period there is no guarantee that this will be available before the start of the next normal working day
- 5.6 Planned maintenance (e.g. Server reboots) can be scheduled for Out of Hours Periods at no extra cost to customers with a support agreement.
- 5.7 Telemat IT Support cannot guarantee that the remote connection to the Customer's System will always be available due to issues with the Customer's System or other external factors beyond the control of Telemat IT Support (e.g. Internet Service Provider problems).
- 5.8 When Remote Support cannot resolve the Incident and On Site Support is required, the On Site visit will be arranged for the soonest available point in time during Telemat's standard onsite Support Hours 09.00 AM – 5.00 PM Monday to Friday.
- 5.9 When an onsite visit is required, it will take place in accordance with the Response Times available within the Customer's Support Agreement. Consequently there is no guarantee that an onsite Support visit will commence immediately at the start of the next standard hours period (9.00AM)
- 5.10 When a Customer has an Incident that is being worked upon during normal business hours that remains unresolved at 5.00PM Support will not continue in the Out of Hours Period by default.
- 5.11 In order for Support on an Incident that remains unresolved at 5.00PM to continue and be worked on beyond 5.00PM, the Customer will be required to specifically request an immediate Out of Hours task to be logged within the Incident in question.
- 5.12 The Customer can opt to pay for Support during Out of Hours Periods either by:
  - 5.12.1 Agreeing to a fixed fee as part of the overall contract cost in order to be able to log unlimited Out of Hours Support. The fixed fee will be stated in the Agreement. OR
  - 5.12.2 Agreeing to pay for Out of Hours Support on a pay as you go basis at an agreed hourly rate stated in the Agreement.
  - 5.12.3 Minimum billing periods will apply when Support has been delivered for part thereof the billing period in question. (i.e. Up to 30 minutes of Support provision will result in a minimum charge of 1 Hour of time. Between 60 and 90 minutes of Support will result in a charge of 2 hours of time etc...)
  - 5.12.4 When Out of Hours Support is requested on a pay as you go basis, the fees for Out of Hours Support will be invoiced in arrears as/when applicable as a separate line item in Telemat's Support invoices.
  - 5.12.5 All Out of Hours Support Incidents logged will be subject to a minimum billing period of 60 minutes, followed by subsequent billing periods of 60 minutes.
- 5.13 Telemat retains the right to revise the fees for Out of Hours Support from time to time and will notify Customers in advance in accordance with the guidelines stated in the Agreement from time to time.

## 6. Scheduled Maintenance

- 6.1 Where your support contract provides for, in addition to Telephone, Remote & onsite Support, Telemat IT Support will provide regular scheduled maintenance visits as set out in the support schedule.
- 6.2 During the maintenance visit a Technician will attend site for the provision of maintenance services which will include, but not limited to, checking successful operation of backup procedures, disk management and server updating/patching and other general servicing procedures.
- 6.3 Once the regular checks of the server(s) and systems have been completed any remaining time may be used for other IT associated purposes, i.e. installations or other work as requested by the customer.

## 7. Chargeable Services

- 7.1 A Change may be in the form of urgent repair work deemed as being within the scope of the Support contract in order to maintain the accepted operational status of the System. Alternatively a Change may be an enhancement for security, stability, scalability or functionality reasons that will not be covered within the scope of the Support Service Agreement unless undertaken at the discretion of Telemat IT Support as a proactive measure.
- 7.2 Requests from Customers for Changes to their System not deemed as being implicit within the ongoing Support duties required under the scope of this Agreement will normally be chargeable as separate pieces of work. Telemat IT Support will however assess each request on a request by request basis. If a request can be completed via remote support within a 30minute period there will not normally be a charge, any work requiring longer involvement will be charged in billing periods of 30 minutes at the rate specified in the support agreement.
- 7.3 For separate pieces of work in the form of "consultancy" or "project work", charges will be at the hourly rate as set out in the support agreement, unless a fixed price has been pre-agreed in the form of supporting quotes and proposals. The Customer will be required to confirm commencement of such work via sign off of a work sheet.

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- 7.4 Telemat IT Support will always endeavour to seek the Customer's approval for chargeable Changes in advance, however, Telemat IT Support retain the right to perform chargeable Changes that fall outside of the Agreement without prior sign off if deemed absolutely necessary for the continued operation of the Customer's System.
- 7.5 Telemat IT Support retain the right to revise the fees charged for on going Support under the Agreement following the implementation of Changes.
- 7.6 Any Changes performed by Telemat IT Support to the System will be Supported under the Agreement, once any warranty periods have expired, and pending agreement being reached on revised fees for ongoing Support (if applicable).
- 7.7 The Customer retains overall responsibility for their System. Any Changes made to the System by the Customer or a 3rd party instructed by the Customer, may be approved in principle prior to being implemented. However, such changes will only be covered by the Agreement once approved by Telemat IT Support upon completion of the implementation.
- 7.8 For such Changes to be approved upon completion, Telemat IT Support must receive appropriate details from the Customer in a timely fashion in order to assess the impact they will have on the System and if they may cause the need for additional Support.
- 7.9 If accepted, with or without an increase to the fees charged via the Agreement, the Changes will be noted in Appendix 1 of the Support Service Agreement.
- 7.10 If Support is required for an unapproved System Change or another System, Telemat IT Support will endeavour to provide Support under the terms of the Agreement, however Telemat IT Support retain the right to refuse Support or impose additional charges as necessary.
- 7.11 If the Customer's System grows in numbers of workstations or Server Instances by 25% over any given period, TELEMAT IT SUPPORT retain the right to instigate a System review.
- 7.12 The result of the System review may lead to the fees charged under the Agreement to be revised.

## 8.0 Exclusions/Excluded Work

- 8.1 Customers must accept that computers, software and their associated products can be supplied in an imperfect state or can develop faults over time and that Telemat IT Support's role is to reduce the effects of such imperfections rather than to eliminate them.
- 8.2 Telemat IT Support retains the right to exclude 3rd party software from the scope of the Agreement.
- 8.3 When 3rd party software is included within the scope of the Agreement, Support will only be provided to users that have a reasonable level of competency and once the user has used help files and other resources available from the vendor.
- 8.4 Telemat IT Support do not commit to having experts available for all 3rd party software and therefore cannot guarantee being able to resolve all Incidents relating to 3rd party software logged and will not provide training under the terms of the Agreement.
- 8.5 When 3rd party information or services are provided Telemat IT Support can make no guarantees about quality or suitability.
- 8.6 Telemat IT Support cannot guarantee that any 3rd party software including but not limited to Anti Virus, security and firewall software, whether or not recommended by Telemat IT Support will keep computer(s) free of errors, viruses, worms, trojans, email spam, spy ware, hacking or any other unauthorised access.
- 8.7 In certain circumstances when an issue exists with an aspect of the Customer's System, Telemat IT Support may recommend a solution that will require a capital cost outlay by the Customer. Such costs will not be covered by the Agreement.
- 8.8 If the Customer chooses not to adopt the solution recommended by Telemat IT Support and the issues continue, Telemat IT Support retains the right to refuse or limit Support in respect of the item / issue in question.
- 8.9 Alternatively a higher charge for continued Support for the item / issue may be introduced to reflect the additional effort that would not have been required if the recommendation were adopted.
- 8.10 Telemat IT Support will require Administrator-level access to the System at all times
- 8.11 Telemat IT Support cannot be held responsible for being unable to provide Remote Support due to a lack of remote access to the System, when the lack of remote access results from a problem with connectivity that is beyond Telemat's control.
- 8.12 Telemat IT Support will respond to Incidents in accordance with the Support Schedule that is specified in the Agreement.
- 8.13 Telemat IT Support retains the right to decide the appropriate course of action for each Incident and will follow the necessary troubleshooting steps in order to diagnose and then rectify the Incident.

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- 8.14 Depending upon the nature of the Incident, Telemat IT Support may have to impose a workaround to rectify the Incident as opposed to a fix. Any workaround may be temporary prior to a permanent solution being instigated or permanent if the Customer decides not to proceed with a permanent fix.
- 8.15 A workaround may be of a technical nature or may involve changing a manual business process performed by the Customer.
- 8.16 Telemat IT Support will always aim to return the affected area of the System to an acceptable operational state, however depending on the nature of the problem this may not be possible without Changes to the System being made as in accordance with the Changes as described in section 6.
- 8.17 Telemat IT Support retains the right to not install, configure or Support any software for which the Customer cannot provide / produce a valid license for.
- 8.18 Other services not included as standard within the scope of the Agreement include:
- 8.18.1 Procurement of new or replacement hardware, software of whatever nature.
  - 8.18.2 Installation, physical removal or relocation of hardware and software.
  - 8.18.3 Provision of Hardware warranty for repairs or replacement of equipment including but not limited to networked printers, photo copiers, fax and scanning machines (The Customer is responsible for keeping records of all 3rd party warranties and licences).
  - 8.18.4 Provision of Anti Virus Software (Telemat IT Support will make recommendations but the Customer will remain responsible for purchasing the appropriate licence). The provision of Anti Virus software may form part of the Support Service Agreement.
  - 8.18.5 Technical or end user training on the Customer's System or 3rd party applications.
  - 8.18.6 Internet connections email and web hosting services and remote file storage services.
  - 8.18.7 Work required as a result of operator error or any other improper use, care of or accident to the system, or any failure of or change in: electricity, air conditioning, humidity control or other environmental or operating conditions not recommended or approved by Telemat IT Support or by the system manufacturer
  - 8.18.8 Electrical or other work external to the equipment.
  - 8.18.9 Work on any item of the equipment that has been moved, repaired or tampered with by any person other than one of Telemat IT Supports representatives.

## 9.0 Complaints

- 9.1 In the event of a complaint in respect of Telemat's IT Support Services in whole or part, the Customer shall notify Telemat IT Support as soon as possible.
- 9.2 When a Customer needs to raise a complaint, the complaint should be lodged with Telemat IT Supports parent company Antur Teifi either verbally or in writing. Details of our complaints procedure can be found at [www.anturteifi.org.uk](http://www.anturteifi.org.uk) Antur Teifi will then investigate the complaint to resolve the issue or provide a full explanation of the actions / issues that resulted in the complaint.
- 9.3 If we fail to resolve the Customers complaint in a reasonable and or timely fashion, the Customer may exercise its right to terminate the Agreement with immediate effect as outlined in section 13.
- 9.4 In the event that the Customer is dissatisfied with the quality of performance of a Technician, the Customer must inform Telemat IT Support immediately, stating the basis for dissatisfaction. If, in the view of Telemat IT Support, the situation merits it, Telemat IT Support will withdraw the Technician immediately and will use its reasonable endeavours to provide a replacement.

## 10.0 Invoicing and Payment

- 10.1 The Customer will be invoiced for Telemat's IT Support Services in advance, and is payable from the date of acceptance of the agreement by both parties and will be subject to the following conditions:
- 10.1.1 For the initial period of the agreement the customer will not be required to pay any increased support charges. Subsequent period(s) may incur additional charges, and be increased at any time on or after the expiration of the initial period, subject to Telemat IT Support providing written notification no less than 30 days before such increase.
  - 10.1.2 Upon the customer terminating the Support Service Agreement payments or arrears will be proportionate up to the date of termination.
- 10.2 The Customer may pay monthly in advance via Standing Order i.e. a January Invoice covers February and is due for payment no later than 1st February by standing order or BACS.

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- 10.2.1 Telemat IT Support reserves the right to change the payment frequency to annually in advance, where a customer's payment of monthly invoices is not made promptly by standing order or BACS for a period of 3 months.
- 10.2.2 The customer will not be eligible to any discount for services if Telemat IT Support finds it necessary to change the payment frequency to annually in advance.
- 10.3 If a payment from the Customer is not made for support charges or any part thereof, and remain unpaid for a period of 30 days, Telemat IT Support may without prejudice to other rights, give notice in writing to the customer requesting payment within seven days, failure to pay within the seven day period may result in termination of the support services and Telemat IT Support's obligations under the agreement.
- 10.7 For work performed on behalf of UK registered organisations all amounts invoiced will be subject to VAT payable at the then prevailing rate, The total support charges for the agreement will be detailed in the support schedule excluding VAT.

## 11. Warranty/Guarantees

All repairs carried out by Telemat IT Support or our representatives shall be guaranteed for a period of 30 days. This guarantee does not affect the Customers statutory rights.

## 12. Data security/Recovery

Telemat IT Support will not be held responsible for any data corruption or loss, howsoever caused. Should any such data loss occur, Telemat IT Support will make every effort to recover the data. If 3rd party specialist data recovery services are required, then it is the customer's responsibility to cover the cost for this.

## 13. Termination of Agreement

- 13.1 The Customer can terminate the Agreement at any time with the provision of 30 days notice in writing following the expiration of the initial period, during the probationary period the customer may terminate the agreement in writing at any time with immediate effect.
- 13.2 If the Customer wishes support services to be ceased immediately or at any specific point during the 30 day notice period, the FULL charges for the 30 day notice period will remain applicable and payable in full by the Customer.
- 13.3 Telemat IT Support can terminate the Agreement or any aspect of it including at any time with 30 days notice in writing.
- 13.4 Telemat IT Support can terminate the Agreement or any aspect of it with immediate effect if the Customer becomes the subject of a receivership, winding up, administration or bankruptcy order (or a petition is presented in respect of any of these). Or, if it otherwise appears to Telemat IT Support that the Customer is insolvent and unable to pay its debts as they fall due.
- 13.5 Telemat IT Support shall be entitled to terminate the Agreement in the event that the Customer commits a material breach of the Agreement and fails to remedy the breach within 30 days of receipt of written notice from Telemat IT Support.
- 13.6 The customer shall be entitled to terminate the Agreement in the event that Telemat IT Support commits a material breach of the Agreement and fails to remedy the breach within 30 days of receipt of written notice from the customer.
- 13.7 Any termination shall be without prejudice to Telemat IT Support's other rights or to the Customers liability for amounts payable under the Agreement.
- 13.8 In the event of termination of the Agreement, Telemat IT Support retains the right to uninstall any 3rd party software from the Customer's System that Telemat IT Support own the licence for or that Telemat IT Support have installed on behalf of a 3rd party who own the software licence.

## 14. Assignment

We may assign, subcontract or otherwise dispose of our obligations under the Agreement or any other agreement between the parties to any other party. Specifically, where we procure that a third party (such as the system manufacturer) provides a preventative maintenance routine, telephone, modem or on site support or other services to the customer, the customer shall be bound by any additional terms which the third party may impose either on Telemat IT Support or the customer, and if there is any inconsistency between the terms of business of the third party of and the terms of the Support Services Agreement the terms of the third party terms shall prevail..

## 15. Confidentiality

Neither Telemat IT Support or any of our representatives or customers will, without the other's written consent, disclose to any third party any information concerning the business or method of working of the other party which may be revealed to it during the period of the agreement or otherwise, except as required by law or to the extent that such information may become public knowledge or may be acquired or generated by either party independently from the other otherwise than by reason of a breach of this clause

## 16. Limitation of liability

16.1 Telemat IT Support is not responsible for the loss of Customer data. Telemat IT Support is responsible for ensuring the backup software and related hardware (when applicable) is set up correctly, however, the Customer is ultimately responsible for ensuring the appropriate backups are completed and that tapes are taken off site or otherwise secured appropriately. It will be the Customers responsibility to change backup tapes.

16.2 The liability of Telemat IT Support for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the aggregate price paid for the services under the Agreement up to the date in question.

16.3 In no event shall Telemat IT Support, its partners or suppliers be liable for costs of substitute goods or services, nor will they be liable for loss of profits, loss of data or any indirect, special, incidental, consequential or punitive damages however caused, whether due to a breach of contract, negligence or otherwise unless such liability is determined by a Court of competent jurisdiction, without further recourse to appeal, that it was caused by gross negligence, wilful misconduct or fraudulent acts, by Telemat IT Support.

## 17. Force majeure

17.1 Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including but not limited to fires, terrorist activity, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials, requirements or regulations of any civil or military authority (an "Event of Force Majeure").

17.2 If a default due to an Event of Force Majeure shall continue for more than twelve [12] weeks then the party not in default shall be entitled to terminate the Agreement. Neither party shall have any liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure.

## 18.0 Entire Agreement

18.1 The Support Services Agreement supersedes all prior Agreements made between Telemat IT Support and the Customer for the provision of Support services and constitutes the entire Agreement between the parties relating to Telemat IT Support's IT Support Services.

18.2 The Agreement does not supersede the General Trading Terms and Conditions of Telemat IT Support for any other business activities that the parties are or have been engaged in or may be engaged in the future.

18.3 No addition to or modification of any provision of these Terms and Conditions shall be binding upon the parties, except as set out herein, unless made in writing and signed by a duly authorised representative of each of the parties.

18.4 If any term, clause or condition of these Terms and Conditions is in violation of any applicable law, statute or regulation, the term, clause or condition in question shall be deemed as being deleted without effect to the remainder of these Terms and Conditions.

18.5 These Terms and Conditions shall remain in full force as if the deleted term, clause or condition had not been included. Telemat IT Support and the Customer will negotiate, in good faith, alternative terms, clauses or conditions to those deleted that are mutually acceptable to both parties.

18.6 Headings are included for convenience only and shall not affect the interpretation of the Agreement.

## 19. Sole appointment

The customer shall not allow any person other than Telemat IT Support or one of its representatives to support the system.

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## **20. Notice**

20.1 Any notice given under the Agreement by the Customer to Telemat IT Support shall be provided in writing by post or eMail as set out below:

20.1.1 Postal address: TELEMAT IT SUPPORT Antur Teifi Business Park, Aberarad, Newcastle Emlyn, Carmarthenshire, SA38 9DB.

eMail address: enquiries@telemat.co.uk

20.2 Any notice given under the Agreement by Telemat IT Support to the Customer shall be provided to the Customer as set out herein and in accordance with the contact details for the Customer stated in the Agreement. The Customer may change its contact details from time to time if required, by the provision of notice to Telemat IT Support.

## **21. Governing Law**

The Agreement shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.