

**SUPPORT CONTRACT
BETWEEN
PCIDEALS
AND
BUSINESS CLIENTS**

This is a contract for services between **Pcideals** (the Company) and **Business Clients** (the Client).

Definitions and Interpretation

“Callout”	means the Company’s engineer attending the Service Address of the Client to attend to an emergency or prescheduled maintenance work at the Client’s request
“Confidential Information”	means information of the Client and/or the Company which the Client or the Company as the case may be regards as confidential and intends to be kept secret and confidential including but not limited to: a. business and trading records and know-how, and other proprietary matter, including but not limited to reports, flow charts, program code, manuals, contracts, proposals and databases, b. work product including but not limited to, computer programs or databases prepared by the Company or the Client or other third parties for the benefit of the Client and/or the Company; and c. any information acquired by the Client or the Company (as the case may be) relating to and including but not limited to the business, group structure, operations, plans, investments, transactions, negotiations, claims, potential claims, policies, ownership, beneficial ownership, management, directors, advisors, officers, and employees of the Client; and d. like information being the property of a third party but held by the Client under a similar duty of confidentiality to that third party; and e. Confidential Information shall exclude all information in the public domain save where such information has come into the public domain by reason only of the act or default of the other party to this Contract
The “Contract”	means this agreement
“Laptops”	means laptops and portable computers
The “ Network”	means computers and related peripherals in accordance with Schedule 1 operated by the Client and connected to the Client’s cabling system at the Service Address (cabling systems are deemed to include wireless connections where these are exclusively for the use of the Client without public access and have a range of less than 300m)
“Rotation Day”	means a day designated for an engineer of the Company to attend the Client at the Service Address
The “Service”	means computer consulting and technical support services provided by the Company in accordance with the terms of this Contract.
“Service Address”	means the service address specified as the clients main address.
“Start Date”	means the date specified in the Particulars from which the Services shall be provided
“Working Day”	a day other than Saturday, Sunday or a day which is a public holiday in England and Wales.

Unless the context requires otherwise, the singular includes the plural and vice versa.

Unless the context requires otherwise, words importing a gender include every gender.

Recitals and clause headings are inserted for convenience and are to be ignored for the purposes of construction.

Service to be provided by the Company

1. The Company agrees to provide a complete technical support service supporting hardware and software, including advice on IT strategy and recommended improvements on an on-going basis. Where the Client shares use of a cabling system with others this Contract shall extend only to equipment that is the property of, or is rented exclusively for the use of the Client. The Company shall act as the first point of contact for all issues related to the IT system but will co-operate and liaise with parties who provide services relating to the Network software so as to enable them to perform the service they have contracted to perform.
2. The Company agrees to provide technical support to all users at the Service Address and remote locations. When such Laptops are not at the Service Address ("Off-site Laptops"), the Company shall provide telephone and where possible remote support. The Company agrees to provide local support for Off-site Laptops which will be chargeable at the Company's standard rates then prevailing plus reasonable travel expenses upon receipt of reasonable notice.
3. The technical support offered to the Client is intended to ensure that any software supported by the Company and/or installed on the Network is configured correctly and maintained to reflect the current requirements of the Client. The Company will use reasonable endeavours to provide assistance to the Client in the operation of the software. The Company will provide hardware maintenance and may undertake hardware maintenance tasks.
4. The Company will use its reasonable endeavours to provide the technical support for and all software which is not listed in Schedule 1 provided that the Company receives sufficient and timely information and support from the manufacturer of such software. The Client shall ensure that such software is covered by an appropriate support agreement with the original supplier or manufacturer and authorise them to deal with the Company. The technical support for such software will not be subject to the Company's service level guarantees.

The Client's Obligations

5. The Client shall use reasonable endeavours to ensure unrestricted physical and electronic access to the Network is available to the Company (including the provision of passwords and access codes).
6. The Client shall provide a safe working environment at the Service Address or other premises where the Company is to perform its Services.
7. The Client shall consult with the Company before making configuration changes to the Network or installing new equipment, FAILURE to do so which results in the company performing reactive or emergency work to correct any issues will be charged at the standard rate of £500 per day or £50 per hour. The Client should consult the company at all times of any changes to insure smooth change management.
8. The Client will develop a working relationship with the employees of the Company (who are subject in their contracts of employment to certain post termination restrictions) and agrees that it will not without the prior written consent of the Company, during the term of this Contract and for a period of one year thereafter, employ, (whether directly or indirectly) or otherwise engage the services of any employee of the Company who during the 12 months immediately prior to the termination of this Contract has had material contact with the Client, for the purposes of performing services for the Client similar to those to be provided under this Contract.

Times and Manner of Service Provision

9. An engineer of the Company will attend once a year to the clients site to perform an IT review
10. The Company agrees to provide telephone support between the hours of 09:00 and 17.30 on Working Days. The Client shall request such telephone support by the online ticketing system <http://www.pcideals-business.com/> or by telephone/email to the Company's trading office. The Company shall respond to the request for telephone support within one hour of receiving a request but cannot guarantee a resolution of the Client's query or problem.

11. The Company will attend a Callout at the Service Address within four hours, on receipt of the request in an emergency situation. All Callouts are chargeable at the standard daily rate.
12. The Company will use whenever possible remote access to provide technical support to or perform maintenance on the Network and the Client shall provide the necessary hardware and software to enable the Company to do so. The Company will configure the necessary hardware and software.

Contract Terms and Conditions

13. The Contract is for an initial term of one year from the Start Date and continuing thereafter unless terminated by either party by one month's prior written notice such notice not to expire before the first anniversary of the Start Date unless both parties agree.
14. The Company will invoice the Client monthly in advance. The Company is under no obligation to provide the Service unless the payment of such invoice has been received in cleared funds by the last working day prior to the month for which the charge has been levied. The Company reserves the right to withhold Service at any time should the Client be in default in making any payment due to the Company.
15. The parties agree that if the Client increases the number of computers and/or peripherals and/or servers in the Network. The monthly Charge may be increased to fairly reflect such increased demands on the Company's resources and services.
16. Unless otherwise agreed in writing the copyright and intellectual property rights to all work performed under or in relation to the Contract remain with the Company. Subject to any separate licence agreement between the Client and the Company, the Client has a perpetual licence to use the copyright materials and intellectual property but may not assign this licence or permit others to do so. The Client may not make any changes whatsoever to the copyright materials and intellectual property without the prior written consent of the Company. For the avoidance of doubt, all data stored on systems managed by the Company which is not the Company's work product or the subject of an overriding licence agreement remains the property of the Client.
17. The Company will only accept liability for any loss (direct or consequential), expense, damage or delay to the Client arising from the Company's negligence or that of any employee or subcontractor of the Company. The Company's liability for consequential losses arising from such negligence shall in all circumstances be limited to the value of all sums paid to it under this Contract or £100,000 whichever is the lesser.

Confidentiality

18. The parties acknowledge that in the course of providing the Service the Company will have access to Confidential Information.
19. Except as required by law the Company agrees to keep all Confidential Information confidential and in particular the Company agrees:
 - 19.1. the Company will not discuss or disclose to anyone else or appropriate either directly or indirectly the Client's Confidential Information; and
 - 19.2. not to use the Client's Confidential Information for any purpose, except carrying out its obligations under this Contract to the Client.
20. Except as required by law the Company agrees to:
 - 20.1. maintain in a confidential and protected manner all Confidential Information; and
 - 20.2. take all reasonable steps to ensure that persons working for and with the Company, including employees, agents or third parties, understand and acknowledge the confidentiality requirements of this Contract and maintain in a confidential and protected manner all Confidential Information; and
 - 20.3. take all reasonable steps to prevent unauthorised persons or entities from obtaining, disseminating, or using Confidential Information; and
 - 20.4. report to the Client as soon as reasonably practicable, whenever the Company has reason to believe that any unauthorised person or entity seeks or plans to obtain, disseminate, or use Confidential Information.

21. The Client agrees that, except as otherwise agreed in writing that:
- 21.1. the Services are provided on a confidential basis for use by the Client and not any third party; and
 - 21.2. all Confidential Information given to the Client by the Company and identified as such will be kept confidential by the Client and the Client will comply with the obligations in clauses 19 and 20 of this Contract, in relation to such Confidential Information as if the terms “Company” and “Client” were transposed.
23. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Contract.

Pricing schedule

Monthly Retainer for services and support to be agree in advance before works commence.

All site visits Monday to Friday to be charged at £500 per day per person or £50 per hour minimum of 1 hour + expenses (transport only).

Weekend work as per the agreed schedule for Systems/Hardware upgrades/improvements to be charged at £1,000 per day per person but any additional personnel (outside maximum of two) will be in agreement with the Client in advance.

Telephone support work will be deemed to be part of the monthly retainer for the first three months and then reviewed to assess the level of support required by the customer.

I agree to the above terms and conditions.

Signed.....

Print name and job title.....

For and on behalf of

Dated.....

I am duly authorised by the Client to sign this agreement

I agree to the above terms and conditions.

Signed

Print name and job title.....

For and on behalf of

Dated