

Soft-Works Technologies

IT SERVICE CONTRACT AGREEMENT

TERMS AND CONDITIONS

1. SUPPORT AND MAINTENANCE AGREEMENT

1.1 This Agreement is made by and between **Soft-Works Technologies Limited** ("SOFT-WORKS") and '_____' herein after referred to as the 'Customer' and is dated as of the date indicated below. Soft-Works may wish to conduct a site survey prior to engagement and thus forming the basis for this agreement.

2. SERVICES COVERED BY THIS AGREEMENT

2.1 Helpdesk Support Service entitles the Customer to cover for its main Server(s), Exchange / Outlook etc., Workstations and Laptops (excluding parts as this is normally covered under the manufactures warranty). SOFT-WORKS will provide support for the general user and also at administrator level, providing guidance when needed - for example, setting up additional users / passwords, etc. General application support for Microsoft Office products such as Word and Excel, support for Microsoft Lync unified communications, AVG anti-virus and anti-spam solutions, plus support for other applications can be considered (subject to approval / agreement). As part of the Support Contract, SOFT-WORKS will also undertake regular system health-checks to ensure that the network is 'fine-tuned' to give the best performance possible from the system. SOFT-WORKS Helpdesk is available to assist with the day-to-day running of business software and computer network. However, with regards to third-party systems (such as accounting and payroll applications) SOFT-WORKS will assist where possible but may wish to refer Customer back to the vendor for direct support when needed.

2.2 SOFT-WORKS Helpdesk guidelines are to provide a response time of within 4 hours, although realistically the majority of cases opened are resolved well within this time-frame (with some exceptions where beyond SOFT-WORKS control, i.e. hardware failure).

3. SERVICE PROCEDURES

3.1 In the event Customer wants service from the SOFT-WORKS Helpdesk, Customer must contact by email: helpdesk@soft-works.co.uk via telephone on: **01392 640020** or selecting 'call-back request' on the SOFT-WORKS website: <https://soft-works.co.uk/services/#helpdesk>. Once registered, a call-log will be created and a case number assigned. This will then be referred to until the issue has been resolved and the case is flagged as closed. Helpdesk service provided by SOFT-WORKS is between the hours of 09:00 and 17:00, Monday through Friday, excluding bank holidays and the Christmas shut-down period, either at SOFT-WORKS's principal offices or at Customer's designated address.

3.2 Based on the information provided by Customer, SOFT-WORKS will attempt to determine the nature of the technical issue and to suggest reasonable actions which Customer can undertake to resolve. In the event that this suggested action does not resolve the issue, SOFT-WORKS may wish to use remote tools to access Customer system to look for a resolution.

3.3 In the event necessary support cannot be reasonably performed through telephone/remote assistance, SOFT-WORKS will look to provide such service for the IT Outsource via an on-site support visit and provided it is confirmed to be a support issue then no additional charge will be made (with the exception of mileage charged at current rate per mile).



3.4 Planned Works - Requests for the setting up of a new user on Customer network or configuring a workstation for example, are considered as planned works. This is where SOFT-WORKS will schedule a convenient date and time with you for this work to be carried out.

3.4 If instructed by SOFT-WORKS that support should be performed at SOFT-WORKS's facility, Customer may ship computer hardware to the address stated at the bottom of this Service Contract or such different address as SOFT-WORKS may from time-to-time provide to Customer. Customer will package the item properly and securely to prevent shipping damage, will obtain from SOFT-WORKS a returns authorisation number prior to shipment, and will clearly mark the return authorisation number on the outside of the package.

3.5 All risk of loss or damage to the package shall remain with Customer during shipment to and from the Customer's site and during SOFT-WORKS's investigation in accordance with this Service Contract.

4. EQUIPMENT LOANS

4.1 While any PC is at SOFT-WORKS's facilities for service covered by this Service Contract, at Customer's request, SOFT-WORKS may provide to Customer, on a loan basis, a used PC which performs substantially the same functions as the PC (a "Loan Unit") for an additional daily charge. Contact the Helpdesk for more details.

5. SERVICE LIMITATIONS

The following services are not covered by this Service Contract:

- (a) Services that fall outside the defined service hours such as bank holidays or weekends unless pre-arranged and charged via separate Out of Hours Contract.
- (b) Requests for Support to Non-Customer parties or Suppliers.
- (c) Replacement of consumable items and operating supplies; such as Printer cartridges or CD/DVD Media.
- (d) Maintenance or any other service with respect to none defined Office Equipment.

6. PAYMENTS

6.1 Customer will pay SOFT-WORKS the charge for the initial month of this Service Contract on or before the date of commencement. Customer will pay the fee for each succeeding month in advance, where SOFT-WORKS will issue an invoice for each month in accordance with the agreed terms.

6.2 If Customer fails to make any payment when due, SOFT-WORKS may, at its discretion, remove access to the Helpdesk forthwith until payment remittance is received.

6.3 Prices do not include VAT and support fees will generally increase each year by an amount based upon the rate of inflation and the industry rate for the provision of a similar level of service. SOFT-WORKS will inform Customer by written notice in advance of any changes to service pricing. Pricing is normally linked to the number of users on Customer network. SOFT-WORKS will review without obligation its pricing structure for any change in the number of users of more than 5%.



7. DURATION OF AGREEMENT

7.1 The term of this Service Contract will commence on the date indicated below and will run for a period of 12 months. Subsequent terms can be reviewed and agreed by both parties during month 09 of this and each term thereafter.

7.2 SOFT-WORKS may terminate this Service Contract with 30 days' notice to Customer or immediately refuse or delay the performance following the occurrence of any of the following events: (i) failure of Customer to promptly make any payment due to SOFT-WORKS, (ii) any acts or omissions of Customer that materially delay SOFT-WORKS's performance; or (iii) any other breach by Customer of this Service Contract or of any provision of any other agreement or Contract to which Customer and SOFT-WORKS are parties.

7.3 Customer may terminate this Service Contract following month 09 of the initial 12 month period but SOFT-WORKS will require a period of 3 months' notice and requests that notification of Customer wish to cancel is confirmed in writing. Where services are provided via a third party on a subscription basis (i.e. broadband, anti-virus, etc.) individual terms of the provider will apply.

8. GENERAL

8.1 SOFT-WORKS will not be liable for any delay or failure to take any action required herein, in whole or in part, due to any cause beyond the control of SOFT-WORKS.

8.2 Data shared during this term is classed as business confidential and is not be disclosed to any 3rd party.

8.3 SOFT-WORKS does not accept liability for 1) indirect or consequential loss, 2) loss of business profits, salary, revenue, savings, 3) damage remedied by SOFT-WORKS within reasonable time, 4) loss avoidable by Customer through reasonable conduct, including backing up all data and following SOFT-WORKS's reasonable advice generally, 5) all items excluded from the Warranty or by Force Majeure.

8.4 Force Majeure – SOFT-WORKS 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.

8.5 SOFT-WORKS may modify these terms and conditions upon written notice.

8.6 This agreement shall be governed by the laws of the United Kingdom and England.



SIGNEES:

Soft-Works Technologies Limited hereby agrees to provide the services and service levels outlines above, and in accordance with the stated terms and conditions.

Director (SOFT-WORKS)

Name

Dated

You (the customer) hereby accepts and agrees to abide by the requirements, terms and conditions as laid out herein.

Contract Liaison (Customer)

Company Name & Address details

Name

Signed

Date

Contract Commencement Date

Minimum 12 month term - invoiced monthly / annually (please check as required)

Ref: Soft-Works Service Level Agreement (SLA) / v2

