

Maintenance Contract «Contract_No» «Contract_Type» Service

«Company_Name»

Terms and Conditions

The issuance of an order by You for the equipment and/or services specified in the attached proposal constitutes an order for such equipment and/or services on the terms and conditions set forth in the proposal, including these terms and conditions. No other terms and conditions of sale or purchase shall apply to the transactions described in the attached proposal unless agreed in a written instrument signed by an authorised officer of Central IT Services LTD. In particular, but without limiting the generality of the foregoing, no other terms and conditions included in any purchase order or other ordering document issued by You or your agents shall apply to the sale of goods and services set forth in the attached proposal.

When the words listed below appear in this document, they have the following meanings:

Charges – The charges for the System and the Services, together with all other costs outlined in the Proposal and these terms and conditions.

Extra Charges - The Extra Charges referred to in condition 4.3 below.

Normal Working Hours - 9 am to 5 pm, Mondays to Fridays, except public holidays.

Premises - Your Premises where the System is installed.

Routine inspection visits and remote maintenance - The visits which we make to your Premises to inspect part of the System in each 12 month period from the start date. We will decide on the timing of such visits.

Services - The Services described in the Proposal to which these terms and conditions apply.

System - All equipment (and any part of it), other than Our Equipment, which we install, support and maintain as described in Schedule A and anything we install when we carry out repairs.

We, our, us – Central IT Services LTD

You – You the customer to whom the attached proposal - «Company_Name»

Duration and Termination

The duration of the agreement to be one (1) year commencing on «**Commencing Date**» and expiring «**Expiry Date**». Extension of this contract to be the subject of further negotiation between the two parties. If no new agreement has been reached before the expiry date, the agreement will be automatically terminated. Work carried out beyond the expiry date of the agreement will be charged to the customer, but maybe refunded if the contract is renewed within 30 days, and/or at the discretion of Central IT.

Geographical Restrictions

The agreement covers all onsite call-outs to the premises of

«**Address1**»

«**Address2**»

«**Town**»

«**County**»

«**Postcode**»

upon signing of the agreement. Call-outs outside the specifications above is to be the subject of further negotiations between the two parties.

1. What we do

1.0 Initial Registered Products

Your initial Support Agreement provides Services for up to five (5) "Systems". For the purposes of these Terms & Conditions, a single System may consist of any of the following types and quantities of Apple products:

- One (1) Mac or PC Computer,
- Two (2) Apple Cinema Displays, TFT Displays up to 27-inch,
- One (1) iPhone,
- One (1) iPod,
- One (1) iPad

Products registered under the Support Agreement are collectively referred to herein as "**Registered Products**". Should you wish to register additional Apple products during an Annual Term, you will have the option to increase the number of Systems covered under your cover as described below under Uplift Options.

1.0.2 Technical Support (General)

During the Coverage Period, Central IT will provide you with access to telephone, email and web-based technical support resources. All calls should be logged through our helpdesk service either by email or using our online web portal. A support ticket will be promptly generated and the call will be dealt with by a technician either by email or telephone.

1.1 Call-out Response time

1.1.1 Central IT will provide support under the terms of this agreement within '8' working hours of notification within the area specified. Before a call out can be scheduled an initial assessment is necessary by means of telephone support as outlined in this agreement and/or the use of remote servicing. An '8' hour call-out response commences when it is determined by the technician that nothing further can be done to rectify the issue by means of telephone or remote support.

1.1.2 We will repair the System during Normal Working Hours when you ask us to do so. We will not charge you for the repair if it is covered by the service level you have chosen (see 1.1.4). You must pay for all other work and visits - see conditions 4 and 6.

1.1.3 If you ask us to do so, we will visit your Premises outside Normal Working Hours. There will be an extra charge for this, unless this is covered by the service level you have chosen (see 1.1.4).

1.1.4 This support agreement includes onsite cover and is limited to normal working hours. No additional charges will apply in the event of an onsite technician visiting your premises. Hardware costs may apply.

1.1.5 We will carry annual maintenance visits to the System during Normal Working Hours. Our Routine inspections and maintenance may be performed remotely if specified in the attached proposal.

1.2 New contracts

1.2.1 For systems which have previously been installed at your Premises: (a) unless you tell us otherwise, we assume that the System, and the wiring and cabling associated with it, already comply with the relevant standards and are in full working order.

(b) if you wish us to carry out an initial test of the System, we will give you a separate quotation detailing our charges and the work needed to repair, reinstate or reinstall any parts of the System which are not in full working order. If an initial test is not carried out: we cannot confirm that all parts of the System are in full working order. We will therefore not repair or accept responsibility for equipment that is not fully operational at the start date of the agreement.

1.3 Hardware Support

1.3.1 If during the Coverage Period, you submit a valid claim by notifying Central IT that a defect in materials and workmanship has arisen in the Covered Equipment, and this is verified by a Central IT technician as the malfunction is traced to a hardware fault (excluding consumables) and the equipment has been operated within the limits outlined in condition 2.2 and condition 3.5, Central IT will either (a) repair the defect at no charge, using new or refurbished parts that are equivalent to new in performance and reliability, or (b) exchange the Covered Equipment with a replacement product that is new or equivalent to new in performance and reliability, and is at least functionally equivalent to the original product. If Central IT exchanges the Covered Equipment, the original product becomes Central IT's property and the replacement product is your property with coverage for the remaining period of the Plan. Parts will not be replaced if the support warranty labels have been damaged as outline in 3.6.

1.3.2 All hardware components in portable devices such as the PowerBook, iBook, MacBook, and MacBook Pro Series are covered with the exception of the following:

- LCD display assembly
- AC/Power adapter
- Logic Board

1.3.3 Mobile devices such as the Apple iPhone, Apple iPad and Apple iPod is excluded from hardware cover.

1.4 Loan Equipment

1.4.1 If the issue with your equipment requires us to keep it for more than twenty-four (24) hours, you will be provided the option of borrowing a similar product from our pool of loan products ("**Loan Products**") based on availability. Central IT is not obliged to provide a Loan Product that is the same as, or of equivalent or better functionality or appearance to, your existing item.

1.4.2 All equipment should be insured for full replacement value against loss or damage.

1.4.3 Equipment should not be modified or changed in any way (other than installation of software) unless permission is granted by Central IT

1.4.4 Any servicing required during the period should only be done by manufacturer, or Central IT, approved personnel. Only manufacturers approved consumables will be used within equipment (where applicable)

1.4.5 Equipment will be returned at the end of the loan period unless an extended period or disposal has been agreed and approved in advance by Central IT personnel.

1.4.6 All equipment and accessories, including, but not limited to, software discs, dongles, manuals, transit cases etc are returned at the end of the loan period otherwise you agree to pay for these items in full.

1.4.7 When participating in the Equipment Loan Service, you represent, warrant, acknowledge and agree that (i) you shall keep the Loan Product safe and secure and shall take all reasonable care of any Loan Product; (ii) you shall return the Loan Product when either we inform you that your Registered Computer is available for collection from Central IT or when it has been delivered to you (whichever is the earlier); (iii) if you do not return the Loan Product, Central IT may, at its sole and absolute discretion, pursue any rights and remedies available to it at law or in equity; (iv) you are responsible for any damage, loss or abuse of the Loan Product while in your care and you will be responsible for the full purchase price of the Loan Product in the event of loss, or the cost of repair or replacement in the event of damage or abuse; (v) the Loan Product is solely a loaned product for your business use while your Registered Apple Product is being repaired or otherwise serviced by Central IT; (vi) you must not use the Loan Product for any unlawful purpose, and (vii) only software with valid licences shall be installed on the Loan Product. Further, you acknowledge that prior to returning the Loan Product, you will erase any and all files placed on the Loan Product while in your possession, and you acknowledge and agree that Central IT bears no responsibility or liability for any files or data remaining on the Loan Product following its return. You further acknowledge that when the Loan Product is returned, any remaining files, including without limitation any business and/or personal files and data, will be erased. It is your sole and exclusive responsibility to separately back up any files you wish to retain that were created while in possession of the Loan Product.

1.5 Software Support

1.5.1 The agreement to cover support on operating software (system software) and licensed programmes in terms of its operations and performance. Support on any other software, for example, shareware or beta versions are at the discretion of Central IT.

Central IT cannot guarantee compatibility between programmes and/or system software. Training is not covered by this agreement and is to be arranged separately.

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1.5.2 Central IT will rectify any problems caused through upgrade or updated system software or applications applied by Central IT. Central IT does not accept responsibility for loss of income, time or computer data.

1.5.3 Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when hardware service is required. Central IT will provide support for the then-current version of the supported software, and the prior Major Release. For purposes of this section, "Major Release" means a significant version of software that is commercially released by Apple in a release number format such as "1.0" or "2.0" and which is not in beta or pre-release form. The scope of technical support provided to you will vary according to your Plan.

1.6 Telephone Email and Remote Support

1.6.1 The contract entitles you to telephone and email support free of charge within normal office hours. If telephone and email support appears to be insufficient in rectifying a specific hardware or software problem, then it might be necessary for our technician to connect to your computer over the internet using our remote assistance software (1.6.2).

1.6.2 The contract entitles you to internet remote support free of charge within normal office hours. We will only connect to your system with your permission. This service is only available to customers with sufficient broadband speeds. If Internet remote support appears to be insufficient in rectifying the issue, then a call-out will be arranged in accordance with condition 1.1.

1.6.3 In the event of a technician being unavailable, we hold the right to respond to calls within a reasonable time frame. Priority action will be taken with urgent/emergency calls.

1.7 Data Recovery

1.7.1 We will attempt to recover and retrieve your data from any internal and external hard drives listed within schedule A of the support contract. This includes all logical disk repairs, file recovery due to accidental deletion of data, disk imaging, and data transferral from faulty to replacement media. The contract does not support data recovery from physically defective media such as a faulty controller card or mechanical failure of drive head or spindle assembly. In such cases, the defective media will be referred to a drive recovery specialist once you have approved a quotation for repair.

1.7.2 Central IT will do its utmost to recover any data that might be damaged or missing but cannot accept any liability for the loss of data and/or loss of business while maintaining or repairing the equipment covered by this agreement.

1.7.3 Central IT Data Recovery Services is a 'best effort' service and we in no way accept responsibility for failure to recover your data. We do not accept liability for any data loss whatsoever.

1.8 Service Centre Support

1.8.1 Technical Support Services give you the ability to request technical advice and service for your Registered Products by requesting an appointment at our Service Centre. This service includes assistance with installation and configuration; storing, retrieving and managing files; interpreting system error messages; determining when hardware repairs are required and providing estimated repair turnaround times; and arranging for (but not undertaking) repair service. Please note that parts and service fees may be applicable if your Registered Products are not covered under warranty or an extended service contract.

1.8.2.1 Training services give your business up to three (3) two-hour sessions of Central IT instructor time per Annual Term to provide group training for your business team at our Service Centre. All sessions must be booked a minimum of three (3) weeks in advance, unless otherwise available and agreed upon in advance by the facilitating office. For optimal training, Central IT may limit a training session to no more than eight (8) individuals. Training and workshop topics and availability are determined by Central IT and subject to change at Central IT's reasonable discretion. Any instructor time remaining unused at the end of each Annual Term may not be rolled-over to subsequent Annual Terms.

1.8.2.2 Services provided pursuant to training, including all training sessions and workshops, are intended for informational purposes only. Central IT makes no representation, undertaking, promise or warranty that any information provided during such training is appropriate for your business or should be relied upon by you. These services can be facilitated through your Registered Products or, in some cases, the Service Centre may provide similar products (at its sole discretion) for the session if you do not wish to use your own.

2. What you must do

2.1 You must use your best efforts to make sure that your Premises and any equipment you provide are safe and without risk for our employees and agents to do what we must do under this agreement.

2.2 Operate the System according to the requirements of the Specification and any instructions and user's handbooks we issue to you from time to time. (g) Be responsible for and compensate us against all liabilities, claims, losses or expenses we suffer if caused:

- because you or others have damaged or not used the System according to the Specification or operating instructions;
- as a result of the connection of the System to any equipment or device not supplied by us; or
- of any defect or fault in the System;
- if anyone tampers with the System;

- if any part of the System is damaged or stolen; or
- if the System has been subjected to any unusual operating or environmental conditions.

2.3 You must ensure that your security and antivirus software is up-to-date. You must take full responsibility for the safe usage of your software and accept responsibility for any damage caused to your equipment by either a virus attack or security breach. You

will also ensure that your system version is preserved. We will not cover issues caused by system software updates.

2.4 If any Service involves accessing, using or transferring data stored on a Mac Computer, old computer or any other product, you represent, warrant and undertake that you have the legal right to access, copy or use any such data and to permit Apple to do so, and you authorise any such access, copy and use by Central IT. You also represent, warrant and undertake that if any Service involves installing software on a product, you have the legal right to agree to the terms of any applicable software licence and you authorise Central IT to accept such terms on your behalf in performing the services.

2.5 To receive service or support you agree to the following:

- Provide your Plan Agreement Number and a copy of your Plan's original proof of purchase, if requested;
- Provide information about the symptoms and causes of the issues with the Covered Equipment;
- Respond to requests for information, including but not limited to the Covered Equipment serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Equipment, any error messages displayed, actions taken before the Covered Equipment experienced the issue and steps taken to resolve the issue;
- Follow instructions Central IT gives you, including but not limited to refraining from sending products and accessories that are not subject to repair or replacement service and packing the Covered Equipment in accordance with shipping instructions;
- Update software to currently published releases prior to seeking service; and
- Make sure to backup software and data residing on the Covered Equipment. CENTRAL IT MAY REINSTALL THE COVERED EQUIPMENT'S ORIGINAL SOFTWARE CONFIGURATION AND SUBSEQUENT UPDATE RELEASES WHILE PERFORMING SERVICE, WHICH WILL RESULT IN THE DELETION OF ALL SOFTWARE AND DATA THAT RESIDED ON THE COVERED EQUIPMENT PRIOR TO SERVICE. DURING APP FOR IPOD SERVICE, CENTRAL IT WILL DELETE THE CONTENTS OF THE IPOD AND REFORMAT THE STORAGE MEDIA. Central IT will return your iPod as the iPod was originally configured, subject to applicable updates. Central IT may install iPod OS updates as part of hardware service that will prevent the iPod from reverting to an earlier version of the iPod OS. Third party applications installed on the iPod may not be compatible or work with the iPod as a result of the iPod OS update. You will be responsible for reinstalling all other software programs, data and passwords.

3. What you must not do

3.1 You must not move or interfere with or attempt to repair the System or allow others to do so.

3.2 You must not part with possession of Our Equipment or do anything which may affect our ownership of Our Equipment.

3.3 You must not transfer or assign any of your rights or obligations under this agreement.

3.4 You must not reinstall or update your operating system without speaking to us first. If you choose to do so, then any malfunction or issues arising from such an upgrade will not be covered by this agreement.

3.5 Normal operating conditions are regarded as being:

No excessive force has been applied on any parts of the equipment causing it to break. The equipment has not been exposed to liquids or extreme heat or cold. The equipment has been operated under the technical specifications of the equipment.

3.6 Warranty support labels applied to equipment covered by us must not be broken without the written consent of Central IT. Any equipment found with broken labels or with the word 'VOID' on the side of the case will void the hardware support as described in this agreement.

4. What it will cost you

4.1 You are responsible for the Charges. The Charges exclude VAT, which is payable by you at the rates current from time to time.

4.2 After the first year from the start date and in the years following, we can increase the yearly service charge to cover an increase in the cost of providing the Services. We will tell you in writing of the increased amount which will take effect from the anniversary of the start date.

4.3 You are responsible for the following extra charges

4.3.1 Faults are caused by you or any other person, thing or event which we could not reasonably be expected to prevent.

4.3.2 You have asked us to visit your Premises outside Normal Working Hours, unless this is covered by the service level you have chosen.

4.3.3 You ask us to change the System or we need to change it because of changes in your Premises.

4.3.4 You break one of the conditions of this agreement.

4.3.5 Any replacements, repairs or modifications to the System are needed but are not covered by the Guarantee or by the Services or are needed as a result of a change in a relevant standard or regulation governing the System.

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4.3.6 You ask us not to carry out tests on any part of the System which involves us in additional work.

4.3.7 The System needs inspecting, resetting, reprogramming, repairing or replacing in circumstances where:

- you, or someone else has failed to follow operating instructions
- you, or equipment or devices which we have not supplied have caused a false alarm or a failure of the System;
- your actions or failures, or those of anyone else other than us mean we need to inspect or make repairs or replace any part of the System;
- rodents, other animals or insects cause damage to the System;
- adverse weather conditions or adverse industrial atmosphere cause damage to the System;
- you do not provide full access to the areas where our engineers carry out the Services;
- any computer, IT network, lighting System or other infrastructure or facility provided by you or others which is connected to the System fails or is corrupted;

4.3.8 Whilst we will make every reasonable effort to work with you or others, any interruptions or delays caused by you, your staff, customers or others may result in additional charges.

4.3.9 If we hold materials for you in our bonded stores, we reserve the right to invoice you for the full amount of those materials prior to installation at, or supply to the Premises.

4.4 Should you wish to increase the number of Systems covered under your agreement during an Annual Term, you have the option to purchase additional Systems subject to payment of the Uplift Fee (defined below). Only those products for which an additional Uplift Fee has been paid and registered under your support agreement will be considered Registered Products. The maximum number of Systems that may be covered under your membership is limited to one hundred (100) per Annual Term — unless otherwise agreed to and authorised by Central IT in writing and at its sole discretion.

4.5 Your fee is an annual fee calculated according to the number of Systems covered under your equipment schedule, from the commencement date of each Annual Term. An additional fee is payable if you wish to increase the number of Systems covered during an Annual Term ("Uplift Fee"). The Uplift Fee will be based on the number of Systems requested and prorated by the number of full months remaining in the Annual Term. The Annual Fee is the fee in effect at commencement of each Annual Term and the Uplift Fee is the fee in effect when an additional System is added to your membership during an Annual Term. The Annual Fee for the first year of your membership is payable upon purchase of the membership and on or before the expiration of the Annual Term for each Annual Term thereafter unless a monthly standing order plan has been arranged. The Uplift Fee is payable at the time you request the additional System be covered.

4.6 At the end of each Annual Term, you will have the opportunity to renew your agreement and adjust up (to 100) or down (to 5) the total number of Systems covered under your agreement, and your Annual Fee will be adjusted accordingly. You will also have the opportunity at that time to replace Registered Products with other eligible products. If you decide to renew your agreement, the Annual Fee is payable before the expiration of the current Annual Term. If you do not pay your Annual Fee before commencement of the next Annual Term, Central IT reserves the right to cancel your agreement without further warning.

5. What is not covered?

5.1 Hardware Service

The Plan does not apply to:

5.1.1 Installation, removal or disposal of the Covered Equipment, or the provision of equipment while the Covered Equipment is being serviced;

5.1.2 Damage caused by (a) a product that is not the Covered Equipment (b) accident, abuse, misuse, liquid contact, fire, earthquake or other external cause, (c) operating the Covered Equipment outside the permitted or intended uses described by the manufacturer, or (d) service (including upgrades and expansions) performed by anyone who is not a representative of Central.

5.1.3 Covered Equipment with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of the manufacturer; (iv) Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to Central IT in its entirety;

5.1.4 Cosmetic damage to the Covered Equipment including but not limited to scratches, dents and broken plastic on ports;

5.1.5 Consumable parts, such as batteries and toner cartridges.

5.1.6 Preventative maintenance on the Covered Equipment; or

5.1.7 Defects caused by normal wear and tear or otherwise due to normal aging of the product.

5.2 Technical Support

The Plan does not include:

5.2.1 Issues that could be resolved by upgrading software to the then current version;

5.2.2 Your use of or modification to the Covered Equipment, the Mac OS, iPod Software, Apple TV Software or Consumer Software in a manner for which the Covered Equipment or software is not intended to be used or modified;

5.2.3 Third-party products or their effects on or interactions with the Covered Equipment, the Mac OS, Mac OS Server, iPod Software, Apple TV Software or Consumer Software;

5.2.4 Software other than the Mac OS, Mac OS Server, iPod Software, Apple TV, Microsoft Software, Software or Consumer Software as covered under the applicable Plan;

5.2.5 Mac OS software for servers, except when using the graphical user interface for server administration and network management issues on Mac OS Server on a Mac;

5.2.6 Microsoft, Mac OS software or any Apple-branded, Microsoft-branded software designated as "beta", "prerelease," or "preview" or similarly labeled software;

5.2.7 Third-party web browsers, email applications, and Internet service provider software, or the Mac OS or Windows configurations necessary for their use.

5.2.8 (The repair of) Virus damage and infection caused by careless use or a deliberate attempt to download, watch or open content which could cause damage to your computer. Support Services will not cover repair of virus infection unless your computers are running up to date anti virus software. It is your responsibility to ensure that you have adequate virus protection in place and to ensure that virus definitions are up-to-date.

6. Payment

6.1 You must pay the Charges on or before the start date.

6.2 You must pay the Extra Charges under condition 4.3 within 14 days of the date of our invoice or our request for payment.

6.3 If a standing order payment plan has been arranged, payments must be made promptly on the 1st of each calendar month. Failure to make payments promptly may lead to service suspension.

6.4 We expect you to pay promptly. If payment is overdue, we will charge you interest, from the date of our invoice or when we ask for payment until the date you pay, at 4% over the base rate of Barclays Bank Plc.

6.5 Even if the System has been delivered to your Premises and installed there, the System remains our property until you have paid for the sale and installation of it. Until then: (a) you must take good care of the System for us; and (b) without prejudice to any other rights we may have, we may enter your Premises and repossess the System without any obligation to make good the Premises.

6.6 We do not accept post-dated cheques.

7. Ending or suspending the agreement

7.1 We may end this agreement by giving you at least 3 months' notice in writing at any time.

7.2 You may end this agreement by giving us at least 3 months' notice in writing to expire at the end of the Fixed Period or on a subsequent anniversary of the start date.

7.3 We may either end this agreement or suspend the agreement for a period we consider appropriate if any of the following apply: (a) You fail to make payment under condition 9. (b) You commit a serious breach of this agreement, or one which has serious consequences. (c) You commit any breach of this agreement which can be corrected by you, and you do not put matters right within 30 days of our telling you that you have broken the agreement and must put it right. (d) If, being an individual, you die or become bankrupt. (e) If, being a partnership, the partnership is dissolved. (f) If, being a company, an order is made or you pass a resolution for winding up or the company is dissolved. (g) If you enter into any kind of arrangement or settlement with your creditors or if a receiving order or administration order is made against you. (h) If any legal proceedings are taken against the System or your Premises or any part of the Premises. (i) If you fail to follow any recommendation we make for repairing or replacing faulty or old parts of the System, or for repairs to your Premises which we consider necessary for the System to work properly, or to prevent unnecessary damage to the System. (j) If you do not follow the operating instructions. (k) If you change your Premises in such a way that we believe it is no longer practical for us to carry on providing our Services.

7.4 If we give you written notice of suspension, this suspends what we have to do under this agreement (see condition 1) and we have no responsibility until the suspension is lifted or the agreement ends. We will tell you in writing if we lift the suspension.

7.5 If the agreement ends, we will stop providing our Services.

7.7 **Force Majeure.** Central IT will not be liable for performance delays or for non-performance due to causes beyond its reasonable control.

7.8 **Cancellation and Change in Terms & Conditions.** Subject to applicable law, Central IT reserves the right to substitute, change, terminate or add to these Terms & Conditions upon not less than thirty (30) days' notice. If Central IT terminates these Terms & Conditions or your membership, you will receive a pro-rata refund for the unexpired term. Without limiting any other right or remedy, Central IT may terminate these Terms & Conditions immediately if you make a misrepresentation or breach any of the Terms & Conditions. If Central IT terminates these Terms & Conditions due to your material misrepresentation or material breach, the sums paid for Support Services will be non-refundable without limiting any other remedy Central IT may have. You may cancel your membership at any time for any reason by calling, visiting or providing written notice to the Central IT Service Centre Office. Unless applicable law provides otherwise, if you cancel within fourteen (14) days of purchase, you will receive a full refund. If you cancel more than fourteen (14) days after purchase, the sums paid for Support Services will be

non-refundable. All terms and conditions, limitations, exclusions and warranties contained herein that by their sense and context are intended to survive the termination of these Terms & Conditions, shall so survive.

8. General

8.1 We may hand over all our responsibilities under this agreement to another company or transfer any rights under it. We may also employ others to carry out our tasks. This will not reduce your rights under this agreement.

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8.2 If you have made this agreement together with someone else, you are liable both jointly and individually to us.

8.3 Data Protection Act 1998. We may pass on the information you have given to us under this agreement to any police, fire or other authority and, except for security details, to any credit reference, debt collection or public telecommunications agency.

8.4 This agreement is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

8.5 All drawings, illustrations, literature, technical data sheets and the like which accompany our Specification and any weights and dimensions (all of which we reserve the right to alter without notice) are intended to present a general idea of the products described and are approximate only and in no case constitute a condition.

8.6 If you or we want to change the conditions of this agreement, it must be done in writing and signed by you and by one of our directors.

8.7 If we do not insist on the strict conditions of this agreement, we may still enforce all the conditions against you on other occasions. If you break a condition and we do not take any action against you, it does not mean that we will not take any action against you if you break it again or continue with the same breach without putting it right, or if you break any other conditions.

8.8 You agree to these terms and conditions of this contract by signing and returning the maintenance quotation, or by returning a signed copy of this agreement. By continuing to pay towards your service agreement either in part or full, you also agree to abide by these terms.

8.9 If a court of competent jurisdiction holds that any provision of these Terms & Conditions is invalid or unenforceable, the remaining portions will remain in full force and effect. If permitted by law, the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Terms & Conditions.

8.10 **Product Eligibility.** Central IT reserves the right to test, evaluate and pre-approve any product(s) that you intend to register on the support agreement, and Central IT has the right to deny services for products for the following reasons: (a) products that are damaged or improperly functioning at the start of the Annual Term; (b) products that have been modified to alter functionality or capability without the written permission of Central IT; (c) products in which any serial number has been removed or defaced; (d) products containing counterfeit or non-approved parts; and (e) products containing malicious or harmful code ("malware") or unlicensed software. In addition, Central IT reserves the right to refuse Services for products that are more than five (5) years old at the time of your service request.

8.11 **Privacy Policy.** You agree and understand it is necessary for Central IT to collect, process and use your and your Personnel's (as defined below) personal information in order to perform the service and support obligations under your Support Agreement. Members will also receive periodic membership-related emails from Central IT, such as notices regarding expiration of your account and changes to the programme. You may also receive requests to participate in Member surveys. Central IT will protect your information in accordance with Central IT's Privacy Policy. If you wish to have access to the information Central IT holds concerning you or if you want to request that Central IT updates, suppresses or deletes your information, you should contact Central IT in writing.

8.12 **Preventing Data Loss.** You agree and understand that Central IT shall not be responsible or liable for any loss, damage, corruption, disclosure or alteration of any files,

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For and on behalf of Central IT

Print Name:

Signature:

Date: «Commencing_Date»

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Print Name:

Signature

Date:

Payment Profile: «Payment_Profile»

Total Price (in full): £«AutoMergeField»

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