

Hardware & Software Support Terms and Conditions

1. Duration

This agreement shall be effective for the period specified overleaf. The period shall automatically be extended for a further period of 12 months at Innov8's current support charge rate unless Innov8 receive written notice of termination of this agreement not less than 90 days prior to the expiry date of the period specified overleaf.

2. Charges

All charges are exclusive of VAT, and are payable in full in advance. Failure to make full, advance (or other) payment will result in the suspension of support service until such time as payment is made. In the event that the customer wishes to add further products to the supported products innov8 will notify the customer of the adjusted contract price and will raise a supplementary invoice which will be payable on receipt. Innov8 will issue a revised schedule of the supported products from time to time and in any event on the annual renewal date. Any charges not covered by the support contract will be payable within 30 days of invoice.

3. Eligibility for support

In order to be eligible for support the products covered must be operating correctly at the time of signature in good operating conditions. Any repairs, adjustments etc. required to make good the products covered will be deemed chargeable unless otherwise agreed. Examination and testing of the products covered prior to commencement of this agreement shall be at Innov8's discretion.

4. The Service

Innov8 will provide all parts, labour and materials* (excluding consumable items) that it considers necessary to maintain in good operating condition the products covered. Services will include hotline telephone support, diagnosis (remote and on - site* as necessary) and correction of malfunctions and failures of the products covered. Customer service calls shall be made to Innov8 during normal business hours (9am to 5.30pm Monday to Friday excluding public holidays) between which times the service will be provided. Out of hours service can be provided by separate prior arrangement only. To its reasonable endeavours Innov8 will respond to calls placed within 2 normal working hours. Customers may be required initially to run self-test programs and to correct reported faults with telephone/remote assistance from Innov8. *On-site services are only provided if a fault cannot be corrected remotely and are chargeable unless specifically included as part of the contract. In the event that Innov8 are unable to complete repairs on site and have to remove any equipment Innov8 will make reasonable endeavours to supply substitute equipment.

*In the case of Handsets, repair inclusive cover must be purchased to facilitate this service.

5. Parts Exchange

All parts exchanged/removed during provision of service will become the property of Innov8. All parts fitted by Innov8 during the term of the support contract will become the property of the customer on termination.

Beyond Economical Repair (BER) - Should any items covered by the contract as listed, become obsolete or be deemed beyond economical repair, the customer will be liable for the cost of the replacement equipment.

Mass Storage Devices - Any mass storage devices inclusive of DAT, AIT, DLT, Ultrium, are specifically covered on a swap-out basis including basic repair as part of the contract. Drive Heads are a consumable item and as such are not repairable. This can result in the device being considered BER.

6. Customers Responsibilities

To ensure good operating and environmental conditions including the provision of a stable electricity supply.

To ensure operators are trained and capable of operating the supported products in a proper and prudent manner.

To ensure all software is used in accordance with the terms of its respective software license.

To appoint a Systems Administrator with a deputy who will initiate service calls to Innov8.

To co-operate with Innov8 in the rectification of malfunctions and the implementation of any advice and/or instructions given by Innov8.

To ensure that any non supported products utilised in the customer's system are compatible with the supported products.

To not carry out (or permit to be carried out by any third party) any modifications, additions, relocation or adjustments to the supported products without obtaining the prior approval of Innov8. To ensure that system keys, operators manuals and systems disks are made available to Innov8 on request.

To ensure that regular system and data backups are made and to provide copies of backups for restoration as necessary. (The integrity of backups is specifically the customer's responsibility although Innov8 will make reasonable endeavours to ensure that backup integrity is maintained when restoring of systems/data is necessary.

7. Limits of Obligation

Innov8 reserve the right to refuse to support further the supported products where the customer is in breach of its obligations and responsibilities under clause 6 of this agreement and Innov8 shall be entitled to terminate this agreement in writing forthwith in the event that the customer fails to comply with a request from Innov8 to carry out the customers obligations under this clause.

Innov8 shall not be obliged to provide support services when the supported products have been abused or willfully damaged or when used outside manufacturers specifications. This includes damage resulting from accident, transportation, fluctuations in electrical power, act of god and environmental conditions. The customer is responsible for providing adequate insurance cover to defray costs incurred in repairing the supported products in these events.

8. Liability

Innov8 is not liable for any claim for loss in respect of any breach of its contractual obligations under this agreement or any statement or representation or act or omission made in respect of:

Anticipated profits, business opportunities, goodwill or consequential losses even if reasonably foreseeable.

Loss of data held by the customer.

Innov8's liability for damage to the customer's property is limited to an amount not exceeding the total cost of the supported products.

Nothing in this Agreement shall limit or exclude Innov8's liability for death or personal injury caused by the negligence of Innov8, its employees, agents or subcontractors.

Innov8 shall not be liable to the customer for any loss or damage which may be suffered by the customer as a direct or indirect result of Innov8 being delayed, prevented or hindered in the performance of its obligations under this agreement by reason of any circumstances beyond its reasonable control.

9. Innov8's Employees

The customer agrees that Innov8 have invested substantial time and expense in training its employees and agrees that in the event that the customer employs directly or indirectly an employee of Innov8 as employee, consultant or contractor within the period of this Agreement or within 12 months of its termination the customer will pay to Innov8 an additional sum equal to six months gross salary that the employee enjoyed at the time their employment with Innov8 was terminated.

10. Notices

Any notice or document served under this Agreement shall be in writing and shall be addressed to a party at the address overleaf and may be effected by facsimile or pre paid first class post.

11. Confidentiality

All information obtained by either party from the other party shall be deemed confidential and shall not be divulged to any person other than the party's own employees, agents and subcontractors and only then to those that need to know.

12. Termination

This contract terminates without written notification if:

The customer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or being (the Company) enters into liquidation (otherwise than for the purpose or amalgamation or reconstruction) or an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the customer, or the customer ceases or threatens to cease to carry on business or the supplier reasonably apprehends that any of the events mentioned above is about to occur and notifies the customer accordingly.

13. Entire Agreement

This document, product schedules and the terms and conditions constitute the entire understanding between the parties relating to the provision of the services set out.