

PART C - BRIARS NETWORK SUPPORT SERVICES

1. CONTRACT TERMS

- 1.1. These are the additional terms on which we will provide the Briars Network Maintenance Service to you (the "Maintenance Service"). These terms and conditions form an integral part of the agreement between us and accompany the General Terms set out in Part A above ("the General Terms"). In the event of conflict between the General Terms and this Part B, the terms of the Part B shall prevail. "Terms and Conditions" means the General Terms (Part A) as amended by these Special Conditions (Part B).

2. ACCEPTANCE

- 2.1. Acceptance by you of delivery of the Service by payment of the relevant fee or by requesting any of the services provided under this contract shall (without prejudice to condition 2 of the General Terms or any other manner in which acceptance of these Conditions may be evidenced) be deemed to constitute unqualified acceptance of these Conditions.
- 2.2. A variation of these Conditions is valid only if it is in writing and signed by a director of The Briars Group Ltd.

3. DEFINITIONS

- 3.1. The following words or expressions have the following meanings:-
 - 3.1.1. the "**Annual Maintenance Charges**" means the charges specified in the Maintenance Schedule;
 - 3.1.2. the "**Basic Period**" of Maintenance is during normal business hours (9.00 am to 5 pm) Monday to Friday but excluding statutory holidays;
 - 3.1.3. the "**Maintenance Schedule**" means the equipment specified in a separate list at the commencement of the contract and as amended by written agreement from time to time;
 - 3.1.4. the "**Equipment**" means the equipment specified in the schedule and such other equipment that may be added to or included in substitution for items of equipment specified in the Schedule
 - 3.1.5. the "**Operating System**" means the basic equipment software (e.g. Windows, Netware) provided by the manufacturer to operate that equipment and as specified in the Maintenance Schedule;
 - 3.1.6. the "**Location**" means the premises where the Equipment or Operating System is installed and/or situated as specified in the Schedule;
 - 3.1.7. the "**Maintenance Service**" means upon receipt by us of a request from a customer, the inspection testing and diagnosing (by attendance at the Location or remotely) of any fault reported in an item of Equipment or Operating System listed in the Maintenance Schedule as amended and the carrying out of such repairs or replacement as we shall deem necessary;
 - 3.1.8. the "**Year 2000 Problem**" means any failure arising from the use of the Equipment failing to recognise dates and data as a result of the change of century and leap year in the year 2000 and subsequent years.
 - 3.1.9. the "**Duration**" means the period from

commencement of this contract and for a minimum period of one year. It will be renewed annually unless terminated by one month's notice in writing such notice to expire on the anniversary of this contract;

4. SERVICE WITHIN THE BASIC PERIOD

- 4.1. In consideration of you paying our charges in accordance with our payment terms, we agree to supply the Maintenance Service to you. Please refer to Clause 9 below and our exclusion/limitation of liability in this regard.
- 4.2. We will use our best endeavours to provide Maintenance Services within the response times agreed in the Maintenance Schedule and you will provide us with original operating system disks, applications disks, passwords and data back-ups as required.

5. SERVICE OUTSIDE THE BASIC PERIOD

- 5.1. We will use our best endeavours to provide additional maintenance services to you at your request at charges to be agreed from time to time.
- 5.2. We will use our best endeavours to upgrade the response time at your request and at charges to be agreed from time to time.

6. CUSTOMER'S OBLIGATIONS

- 6.1. In consideration of us supplying, or procuring the supply of, the Maintenance Service to you, you agree to pay our charges from time to time in accordance with Clause 7 of this Part and Clause 6 of the General Terms.
- 6.2. You will supply us with all technical data and all other information we may reasonably request from time to time to allow us to supply the Service to you. All information you supply will be deemed to be complete, accurate and given in good faith.
- 6.3. You will provide at all times reasonable access to the Equipment and Operating System to enable us to carry out our obligations hereunder.

7. CHARGES AND PAYMENT

- 7.1. You will pay the Annual Maintenance Charges in advance in accordance with the Schedule or on a frequency otherwise agreed in writing and subject to amended charges. The Annual Maintenance Charges shall not include the cost of any of the excluded services referred to in clause 10. Maintenance Services shall not commence until payment has been received from you.
- 7.2. Additional charges referred to in clause 5 shall be payable in arrears and shall be payable by you within 14 days of receipt of an invoice for the same
- 7.3. We reserve the right to increase the Annual Maintenance Charges at any time in the event that changes in taxes (other than Corporation Tax) duties, impositions, and levies are imposed on The Briars Group and to render reasonable and additional invoices to you in respect of the same
- 7.4. We will give you thirty (30 days) prior written notice of any increase in the Annual Maintenance Charges.
- 7.5. Where additions or deletions are made to the Maintenance Schedule during the period of a contract the charge for the

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amended items shall be calculated at the rate of one twelfth of the annual contract value for the item per month or part month multiplied by 1.33 with a minimum contract period of 3 months and a maximum contract value no greater than the annual contract value for that item. The maximum reduction in the Annual Maintenance Charge shall be no greater than 10% of the Annual Maintenance Charge at the start of the contract period.

- 7.6. We reserve the right to withhold the Maintenance Service if you are in default of any payment due under this agreement.

8. TERMINATION

- 8.1. Both parties' rights of termination and cancellation shall be as set out in the General Terms.

9. CUSTOMER LIABILITY

- 9.1. If Maintenance Services are required as a result of any maintenance, servicing, repair, adjustment or tampering with the Equipment or Operating System by you or your agents without our consent or knowledge, we reserve the right to withdraw from the terms of this Agreement.
- 9.2. If Maintenance Services are required as a result of any maintenance, servicing, repair, adjustment or tampering with the Equipment or Operating System by you or your agents without our consent or knowledge, we may at our discretion offer to make repairs to the Equipment or Operating System on a time and materials basis at our prevailing charge out rates.
- 9.3. If you relocate the Equipment or Operating System to a location other than that stated in the Maintenance Schedule without our written agreement we reserve the right to withdraw from this Agreement.

10. EXCLUSIONS

- 10.1. The Maintenance Services shall not include:
- 10.1.1. any electrical services or supplies external to the Equipment Operating System.
 - 10.1.2. any items of Equipment or Operating System not listed in the Maintenance Schedule
 - 10.1.3. repair of damage resulting from accident or disaster affecting the Equipment, transportation by your staff or agents, neglect or misuse, failure of electrical power, surge of electrical power, or causes other than ordinary use;
 - 10.1.4. any services connected with re-location of Equipment, or adding or removing accessories;
 - 10.1.5. any repairs arising from the alteration modification or maintenance of the Equipment or Operating System by you or your agents;
 - 10.1.6. overhauling or refurbishing Equipment after the expiry of its normal working life as defined by the manufacturer or generally accepted industry standards. We will, however, continue to provide Maintenance Services on such Equipment whilst it is feasible to do so, and will sell, install and configure replacement equipment free of any labour charges providing that the replacement Equipment is also covered under the Maintenance Schedule
 - 10.1.7. the replacement of parts resulting from fair wear

and tear and/or that are beyond the time or usage criteria (life expectancy) as defined by the relevant manufacturers.

- 10.1.8. the replacement of parts caused by use or operation of the equipment in environmental conditions and/or in a manner other than defined as acceptable by the relevant manufacturer.
- 10.1.9. any consumable items and the labour charges to fit those items.

11. SUPPORT SERVICES

11.1. Hours of Operation

- 11.1.1. Support services are available through our Technical Helpdesk, which is operational Monday to Friday from 9am to 5pm. Out of hours support may be arranged in respect of critical incidents only. If we subsequently find that an out of hours call is not critical, you will be charged for the services provided at our prevailing charging rates.
- 11.1.2. All requests for Maintenance Services will be responded to within 8 or 4 working hours as defined in the contract Maintenance Schedule.
- 11.1.3. Requests for support on items that are not listed in the Maintenance Schedule will be responded to as quickly as possible but are not subject to published response times.

11.2. Technical Support Procedures

- 11.2.1. Requests for Maintenance Services may be logged with our Technical Helpdesk by telephone, email, or via our website. Upon reporting a fault the incident will be assigned a unique support ID number which should be quoted in future correspondence.
- 11.2.2. In the event our Technical Helpdesk is not able to help you immediately, the incident will be escalated to 2nd level support, or an Engineer will be sent to your site within the defined response times. Incident resolution may require multiple communications and off-line research before being brought to fruition.
- 11.2.3. You are responsible for providing support information necessary to understand and resolve the incident. This information may include the following: log files, configuration files and error messages. Timely receipt of such requested information is key to expediting the troubleshooting process.