

1. Definitions

In this agreement, unless the context otherwise requires, the following expressions have the following meanings:

"We", "Our" or "Us" means Galtec Solutions Ltd.

"The Company" means Galtec Solutions Ltd.

"You" means the person named in the Service Agreement signed by you.

"This Agreement" means the Service Agreement signed by you, these Terms and Conditions, the Services Description and the Inventory as each may be amended from time to time.

"Service Agreement" means the document signed by you setting out the services requested by you, the Service Fees, the Initial Term, the Commencement Date and other terms referred to in these Terms and Conditions.

"Commencement Date" means the date the Services commence.

"Product" means the services selected by you and set out in Service Agreement signed by you.

"Service Fees" means the fees for the provision of the Services described in the Service Agreement signed by you.

"Initial Contract Term" means the minimum contractual period as agreed on the Service Agreement signed by you.

2. Our Obligations

We shall:

2.1 Provide remote computer software support via telephone and screen sharing within the agreed response times.

2.2 Provide support between the hours of 8:30am to 5:30pm Monday to Friday (excluding bank holidays) unless otherwise specified on your service agreement.

2.3 Check backups at regular intervals if backups are listed within the agreement inventory. We will make best endeavours to fix any problems and will notify you if we are unable resolve the problem before the next scheduled backup.

2.4 Provide hardware support on a labour only basis. We will only provide hardware support without charge if both of the following conditions are true:

- i) The hardware is listed within the Inventory
- ii) The hardware is covered by a current vendor parts warranty

We reserve the right to charge for on-site work at our current standard rate. Unlimited on-site days are not available for hardware repair. We will make reasonable efforts to repair hardware which is outside of manufacturer's warranty. We reserve the right to deem a

piece of hardware beyond economic repair, in such a case we will recommend a suitable replacement.

2.5 Where practical, remotely monitor for availability and uptime, all server hardware and firewalls listed in the Inventory of Supported Hardware. We will also monitor all supported Microsoft Windows Server's listed in the Supported Systems Inventory for the following attributes: Availability, CPU Usage, Memory Usage, Hard Disk Space, Network throughput and System Uptime.

3. Your Obligations

3.1 You shall enter in to, and abide by the terms and conditions of, the Service Agreement with Galtec Solutions Ltd for use of their support services.

3.2 You shall observe all our instructions for the use of the Services which we may send to you from time to time.

3.3 You shall notify us immediately you become aware of any problem with the Services.

3.4 If you ask us for assistance, you shall make available to us:

(a) Your company name, full site address, contact name and telephone number.

(b) Provide us with such facilities at your site(s) as we may reasonably request; to assist in performing our obligations hereunder.

3.5 You shall comply with all legislation and regulations including but not limited to those relating to the internet and data protection.

3.6 You are responsible for maintaining an appropriate connection to the Internet (including local firewall configuration) with your telecommunications provider in order for us to provide remote support. You are responsible for all connection charges to the Internet incurred by you.

3.7 Galtec Solutions Ltd provides a helpdesk facility which can be contacted via email at support@galtec.com. You understand and agree that Galtec provide unlimited on-site support at premises listed in the Supported Sites section where:

- It is not user error
- It is not part of an office move
- You have an active internet connection
- It is not new hardware/software
- The hardware/software is included in the support agreement
- Configuration has not been carried out without Galtec's knowledge

3.8 You agree to immediately notify Galtec if you become aware that there has been or may have been unauthorised use of your computer system.

3.9 You agree not to permit any third party to access your computer system unless otherwise agreed in writing.

3.10 You are responsible for making all reasonable efforts to keep your systems free from viruses and other malware. An up to date anti-virus application must be installed and operational on all servers, personal computers and laptops covered by this agreement.

3.11 You must notify us as soon as possible should you become aware of a virus or other malware being present on any of your systems.

3.12 You agree to take reasonable measures to ensure that your employees, agents and representatives use your computer systems exclusively for business related activities. Any faults or system malfunctions arising from non-business related activities will not be covered by this agreement.

3.13 You are responsible for maintaining a policy describing acceptable use of your computer systems. Your employees, agents and representatives should be made aware of this policy.

3.14 You agree not to maintain, service, repair, tamper with or alter any hardware covered by this agreement or software installed on it, without prior approval from Galtec. If you or persons other than our engineers perform maintenance or access any equipment, and as a result we are required to restore the equipment to good operating condition, such work will be carried out at your expense. This work will be charged at our current standard rate.

3.15 In all communications with Galtec employees, whether verbal, written or electronic, you shall be expected to act in a professional and business-like manner at all times.

4. Prices and Payment

4.1 Payments for service agreements shall be made annually in advance unless otherwise agreed in writing.

4.2 We shall notify you in writing of any increase to the service charge at least 7 days in advance. If the increase relates to a change in the Services provided, we shall agree with you the amount of the increase prior to the commencement of the new Services.

4.3 If we carry out work on any equipment not covered by the service agreement we reserve the right to charge for this work at our current standard rate.

4.4 We reserve the right to charge our current standard rate for on-site work if the work includes any of the listed:

- It is caused by user error
- It is part of an office move
- You have no active internet connection
- It is new hardware/software
- The hardware/software is not included in the support agreement
- Configuration has been carried out without Galtec's knowledge

A minimum of one half-day rate will be payable for any chargeable on-site visit.

4.5 Our current standard charges including daily and half-day rates can be found under the Charging Schedule on the Support Contract.

4.6 You agree to pay the annual service charge from the commencement date and for the duration of the service agreement even if the service is suspended or not used.

4.7 All charges are quoted exclusive of value added tax, which shall be charged at the rate prevailing at the time of invoice.

5. Data Protection and Contact Details

5.1 You and we shall comply with the provisions of the Data Protection Act 1998 and any related legislation insofar as the same relates to the provisions and obligations of this Agreement or data held by us.

6. Warranties

6.1 Subject to your compliance with the terms of This Agreement, we warrant the provision of information provided will be carried out with reasonable care and skill by personnel whose experience will be appropriate for the tasks which are allocated to them.

6.2 We do not warrant that the Services will be error free or uninterrupted. Galtec cannot be held responsible for any breaks in service relating to your software, hardware or internet service provision.

6.3 You agree to hold no claim of compensation from Galtec in respect of financial loss due to downtime or interrupted service.

6.4 We are not liable for any delays or failures on the part of third party suppliers and providers. We are not liable for any economic, consequential or indirect loss or damage, or for loss of profit, business, revenue, goodwill or anticipated savings.

6.5 Subject to the provisions of clause 6.1, all conditions, warranties and terms implied by statute or otherwise in respect of satisfactory quality, fitness for purpose or an ability to achieve a particular activity are hereby excluded.

6.6 You will be solely responsible for any damage to your computer system or loss of data that results from unauthorised downloading of data.

7. Limitation of Liability

7.1 This clause sets out the limit of our liability to you for breach of our obligations under This Agreement, or any misrepresentation, negligence or other wrongful act on our part called an "Act of Default".

7.2 We shall be liable in full and without limitation for death or injury resulting from our own negligence or that of our employees or agents.

7.3 We shall not be liable for:

7.3.1 Any indirect, consequential or special loss arising from an Act of Default. Consequential loss includes loss of profits, loss of goodwill any type of special, indirect or other consequential loss.

8. Confidentiality

8.1 Each of the parties undertakes to the other to keep confidential and not use for its own purpose or anyone else all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received from the other party save that which is:

8.1.1 Trivial or obvious.

8.1.2 Already in its possession other than as a result of a breach of this clause.

8.1.3 In the public domain other than as a result of a breach of this clause.

8.1.4 For reasonable marketing or reference purposes.

8.2 Each of the parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this clause by its employees, authorised agents and sub-contractors.

8.3 The provisions of this clause shall survive the termination of This Agreement.

9. Term and Termination

9.1 This Agreement will run for an Initial Term beginning on the Commencement Date and ending on the day before the

end of the Initial Contract Term. This Agreement will automatically be renewed for additional 12 month periods unless terminated by either party giving not less than 30 days prior notice in writing before the end of the contract term.

9.2 This Agreement may be terminated:

9.2.1 Forthwith by either party if the other commits any material breach of any term of This Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same.

9.2.2 In the event of a technical emergency when we may immediately terminate or suspend this Agreement in which case we shall provide such notice to you via telephone or e-mail.

9.2.3 If configuration changes have been made to any supported system, software or hardware by parties other than Galtec engineers, resulting in chargeable repair work that Galtec deem not financially viable.

9.2.4 Should invoices for goods or services not be paid within our agreed payment terms we reserve the right to suspend this Agreement until payment is received in full, in which case we will provide notification of suspension to you by either telephone or email.

9.2.5 If the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).

10. General

10.1 This Agreement (together with any documents referred to in This Agreement) constitutes the whole agreement between the parties relating to its subject matter and no variations to this Agreement shall be effective unless made in writing and signed by both parties.

10.2 Neither party hereto shall be liable for any breach of its obligations resulting from causes beyond its reasonable control for so long as such situation exists.

10.3 You shall not be entitled to assign or otherwise transfer This Agreement.

10.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to This Agreement.

10.5 No waiver by either party in respect of a breach shall operate as a waiver in respect of any subsequent breach.

10.6 If any provision of this agreement is wholly or partly invalid or unenforceable, then:

10.6.1 If by applying to it a restrictive interpretation it would not be invalid or unenforceable, that restrictive interpretation shall be applied to it; and,

10.6.2 Subject to clause 10.6.1 the part of the provision which is invalid or unenforceable shall be deleted and shall not affect the validity of the remainder of this agreement.

10.7 Provided it is installed on a system listed in the Inventory of Supported Hardware, the software supported under this agreement is as follows:

- All Microsoft Supported Server Operating Systems.
- All Microsoft Supported Desktop Operating Systems.
- Other operating systems: VMware ESX (all versions), VMware vSphere (all versions), VMware ESXi (all versions).
- Microsoft server applications: All Microsoft supported versions of Exchange Server, SQL Server, SharePoint, Dynamics CRM, IIS, Office Communications Server, System Center, ISA, TMG, Terminal Services, Remote Desktop Services.
- Other server applications: All Symantec supported versions of Symantec Backup Exec. All Veeam supported of Veeam Backup software.
- Microsoft desktop applications: All Microsoft supported versions of Office and components including Visio, Internet explorer and remote desktop connection.
- Other desktop applications: Sage 50 Accounts, all versions; Sage Payroll (for us to provide you with Sage support you must also have a current support contract with Sage for that version of software), all versions; Mozilla Firefox; VMware workstation.
- Anti-Virus applications: All Vendor supported versions of Sophos Anti-Virus, Kaspersky Anti-Virus.
- All software listed in the 'Inventory of Supported Software' on the Agreement Inventory document, ref GTS003.

- Software will only be supported by us if it is not end of life, any software that is end of life will be supported on a best efforts basis.

10.8 Hardware or software installed since the commencement date shall not be covered under this agreement unless agreed in writing. We reserve the right to make a charge to cover additional hardware or software.

10.9. Our staff is our most valuable asset. If you or a third party were to engage or try to engage them without our agreement, we would suffer serious loss. You agree that you will not engage or try to engage our staff or introduce them to any third party other than in good faith and without any view to their engagement by a third party.

11. You further agree that if you do engage or try to engage (or if a third party does so following introduction by you) any member or former member of our staff who has within the immediately preceding 12 months been engaged in our provision of services for you, you will pay us by way of liquidated damages such sum as represents 150% of the annual gross salary for the individual in question.

12. We reserve the right to revise and amend our terms and conditions from time to time. If we change our terms and conditions we will place our current terms and conditions on our website at www.galtec.com.

13. Force Majeure

The Company reserves the right to suspend, vary or cancel the Service Agreement if events occur which are in the nature of force majeure including (without prejudice to the generality of the foregoing) fire, flood, storms, breakdown, strikes, riots, lock outs, hostilities, non-availability of materials or suppliers or any other event outside the control of The Company; and The Company shall not be held liable for any breach of contract resulting from such an event.

14. Consequential Loss

The Company will not under any circumstances accept responsibility for any consequential losses (including loss of profit, loss of business or pure economic loss) suffered by the customer.

15. Law

This Agreement shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the non-exclusive jurisdiction of the English courts.