

## **IHOTDESK LIMITED SERVICES AGREEMENT** **(the "Agreement")**

This Agreement is made on the Effective Date as defined below and is

### **BETWEEN**

**IHOTDESK LIMITED** of  
9 Curtain Road, London EC2A 3LT ('ihotdesk')

and

### **the Client**

### **WHEREAS**

- A. ihotdesk provides strategic consulting and software and hardware services to users of information technology.
- B. The Client wishes ihotdesk to provide various Services under the framework of this Agreement.
- C. The Services to be provided will be identified by a unique Project Number and set out in a Schedule 1 Document together, in the event of the provision of Additional Services with a Schedule 2 Document.
- D. The Agreement shall be subject to the terms and conditions below.

### **1. DEFINITIONS**

1.1 In this Agreement, including the Schedules, the following words and expressions have the following meanings, unless they are inconsistent with the context:

|                          |   |
|--------------------------|---|
| 'Additional Services'    | Those services identified in a Schedule 2 Document and which are provided pursuant to clause 9.   |
| 'Billing Rates'          | The prices from time to time in force at which ihotdesk provides its personnel and services to the Client.  |
| 'Client'                 | The company procuring the Services  |
| 'Effective Date'         | The date on which this Agreement comes into effect will be the date when payment is first received by ihotdesk.   |
| 'ihotdesk'               | ihotdesk, its employees, agents and ihotdesk appointed sub contractors.   |
| 'Project'                | The provision of the Services detailed in a Schedule 1 Document and any Additional Services detailed in a Schedule 2 Document where such Schedule Documents bear the same Project Number. |
| 'Project Area'           | The geographical area identified in a Schedule 1 Document.  |
| 'Project Number'         | The unique number allocated by ihotdesk to a particular Project.  |
| 'Project Price'          | The cost of a Project as stated in or calculated in accordance with a Schedule 1 Document or as varied in accordance with Clause 9.   |
| 'Schedule 1 Document'    | A document in the form of Schedule 1 signed by the parties on or subsequent to the Effective Date and marked with a unique Project Number to identify a particular Project.               |
| 'Schedule 2 Document'    | A document in the form of Schedule 2 signed by the parties on or subsequent to the Effective Date and marked with a unique Project Number to identify a particular Project.               |
| 'Schedule Documents'     | Schedule 1 Documents and Schedule 2 Documents referred to collectively.   |
| 'Services'               | The services identified in a Schedule 1 Document.   |
| 'Service Representative' | A skilled employee providing Services or Additional Services as specified in the Schedule Documents.  |
| 'Service Voucher'        | A voucher equates to up to 60 minutes of telephone assistance or deskside assistance as specified in the Billing Rates. Service Vouchers are purchased in advance by the Client.          |

1.2 In this Agreement (except where the context otherwise requires):

1.2.1 any reference to a clause or schedule is to the relevant clause or schedule of this Agreement and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the clause or schedule in which it appears;

1.2.2 the clause headings are included for convenience only and shall not affect the interpretation of this Agreement;

1.2.3 use of the singular includes the plural and vice versa;

1.2.4 use of any gender includes the other genders;

1.2.5 any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);

1.2.6 the words "subsidiary" and "holding company" have the meanings given to them by section 736 of the Companies Act 1985;

1.2.7 any reference to a person being an "associate" of another shall be interpreted in accordance with section 435 of the Insolvency Act 1986, and a person shall be regarded as "connected" or "associated" with any person which is an associate of his and with any company of which any director is an associate of his;

1.2.8 any reference to a statute, statutory provision or subordinate legislation shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation; and any former legislation which it re-enacts, consolidates or enacts in rewritten form.

1.2.9 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.10 The Schedule Documents form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedule Documents.

### **2. SERVICES AND PROJECT PRICE**

2.1 In consideration for the payment of a Project Price, ihotdesk shall perform the Project for the Client.

2.2 Subject to contrary provision in the Schedule Documents, the Client agrees to pay any invoice arising from this Agreement within 30 days of receipt of the invoice.

2.3 If the Client fails to pay any invoice in accordance with Clause 2.2 above, ihotdesk shall be entitled to charge interest on a daily basis on any sums outstanding from the invoice date until payment (both before and after judgment) at an annual rate 3% above the Base Rate for the time being in force of Barclays Bank plc or at the statutory judgment rate as applicable.

2.4 Non-delivery or non-performance of services by any third party other than ihotdesk in relation to any Project or any part thereof which is not attributable to any negligence or default of ihotdesk shall not give the Client any right to delay any payment to ihotdesk or to make any claim whatsoever against ihotdesk.

2.5 If the Client requires ihotdesk to provide Additional Services, the Project Price may be varied by ihotdesk in accordance with the terms of Clause 9.1.

2.6 ihotdesk shall be entitled by giving not less than 10 working days written notice to the Client of its intention to do so to suspend a Project or any part thereof until arrangements as to credit or payment of outstanding invoices have been made to the satisfaction of ihotdesk.

### **3. VARIATION OF BILLING RATES**

3.1 ihotdesk reserves the right to alter its Billing Rates in relation to any Project on 90 days' advance written notice to the Client, provided that such notice shall not expire within the fixed rate period specified in a Schedule 1 Document. The Client shall have the right to terminate this Agreement with effect from the day prior to the date on which the change to Billing Rates would otherwise take effect following receipt of a notification of an increase in Billing Rates by giving written notice to that effect to ihotdesk within 60 days of receipt of the notice of increase.

### **4. TERM**

4.1 This Agreement shall endure from the Effective Date until the Service Vouchers are spent and the Client elects not to purchase additional Service Vouchers.

### **5. CONFIDENTIALITY, PUBLICITY, INTELLECTUAL PROPERTY RIGHTS AND NON-SOLICITATION**

5.1 ihotdesk agree to keep strictly confidential and use only for the purpose of providing Services to the Client under this Agreement all information in whatever form which is disclosed to them or of which they become aware in the performance of the Services relating to the Client its subsidiary or associated companies, it or their businesses, plans or affairs.

5.2 The confidentiality obligations of Clause 5.1 shall not apply to any information which:-

5.2.1 Is or subsequently becomes available to the general public other than through a breach by ihotdesk; or

5.2.2 is already known to ihotdesk on a non-confidential basis before disclosure by the Client; or

5.2.3 ihotdesk rightfully receives from third parties without restriction as to use.

5.3 Upon termination or expiration of this Agreement, ihotdesk shall return or destroy all materials obtained from the Client and copies thereof.

5.4 ihotdesk undertakes not to make any announcement or make public any information concerning this Agreement or any Project or any matter ancillary without the prior written consent of the Client.

5.5 Neither party will use the names, trademarks, or trade names (whether registered or not) of the other without the express prior written consent of the other, except that ihotdesk may, after first obtaining the Client's written consent, use the Client's name for reference purposes only.

5.6 Neither party will, without the prior written consent of the other party, during the course of a Project or within one year following its completion, knowingly solicit or make any offer of employment, to employ or engage any of the other party's consultants or employees who have been engaged in working on the Project.

5.7 In the event of a breach by the Client of the provisions of clause 5.6, the Client shall pay to ihotdesk by way of liquidated damages a sum of thirty thousand pounds (£30,000) payable to ihotdesk. The parties hereto agree that the liquidated damages provided for in this clause represent an agreed and genuine pre-estimate of the loss likely to be suffered by ihotdesk in the event of a breach of clause 5.6 by the Client and shall be payable as damages and not as a penalty.

## 6. VARIOUS UNDERTAKINGS, WARRANTIES AND INDEMNITIES

6.1 ihotdesk will:

6.1.1 use its reasonable endeavours to ensure that it conforms to the Client's normal codes of staff and security practice as notified to ihotdesk by the Client whilst any of ihotdesk employees or consultants are on the Client's premises; and

6.1.2 use all reasonable endeavours to maintain continuity in the staff engaged to provide the Services.

6.2 ihotdesk will fully indemnify and hold harmless the Client against any claims, costs, expenses, and liabilities that may be awarded or agreed to be paid to any third party in respect of any claim or action that the possession or use of material supplied by ihotdesk to the Client or used by ihotdesk on behalf of the Client infringes the patent copyrights registered design trade mark rights or any other intellectual property rights of said third party (an "Intellectual Property Infringement") provided that the Client:

6.2.1 gives notice to ihotdesk of any Intellectual Property Infringement promptly upon becoming aware of the same;

6.2.2 gives ihotdesk the sole conduct of the defence to any claim or action in respect of an Intellectual Property Infringement and does not at any time admit liability or otherwise attempt to settle or compromise the said claim or action except upon the express instructions of ihotdesk; and

6.2.3 acts in accordance with the reasonable instructions of ihotdesk and gives to ihotdesk at ihotdesk's expense such assistance as it shall reasonably require in respect of the conduct of the said defence including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant documents.

6.3 ihotdesk shall perform the Services with due skill, care and attention and in providing any materials for use by the Client shall ensure that such materials are fit for their purpose and that ihotdesk is lawfully free to supply or provide the same to the Client for such purpose.

6.4 The Client will fully indemnify and hold harmless ihotdesk against any all claims, costs, expenses, liabilities and damages that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation possession or use of any software or other material made available by the Client to ihotdesk leads directly or indirectly to an Intellectual Property Infringement provided that ihotdesk:-

6.4.1 gives notice to the Client of any Intellectual Property Infringement promptly upon becoming aware of the same;

6.4.2 gives the Client the sole conduct of the defence to any claim or action in respect of an Intellectual Property Infringement and does not at any time admit liability or otherwise attempt to settle or compromise the said claim or action except upon the express instructions of the Client;

6.4.3 and acts in accordance with the reasonable instructions of the Client and gives to the Client at the Client's expense such assistance as it shall reasonably require in respect of the conduct of the said defence including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant documents.

## 7. LIMITATION OF LIABILITY

7.1 The Client agrees that the express obligations undertaken and warranties given by ihotdesk in this Agreement are in lieu of and to the exclusion of any other warranty, condition, term, undertaking or representation of any kind, express or implied, statutory or otherwise, relating to a Project, including any warranty as to the condition, quality, performance, merchantability or fitness for purpose.

7.2 Subject to Clause 7.5. below ihotdesk shall be liable for any loss or damage caused to physical property of or occupied or used by the Client in accordance with general principles of English law to the extent that such loss or damage is caused by the negligence or wilful default of ihotdesk but otherwise will not (subject as follows) be liable for any indirect or consequential loss, damage, cost or expense of any kind whatsoever and

howsoever arising including, without limitation, in respect of both indirect and consequential loss, loss of production, loss of or corruption to data, loss of profits or of contracts, loss of operation time and loss of goodwill or anticipated savings, even if ihotdesk has been advised of the possibility of such loss.

7.3 ihotdesk shall not be liable for any services or products provided by third parties (other than ihotdesk employees or agents) identified or referred to the Client by ihotdesk unless the Client pays ihotdesk for the same.

7.4 The Client acknowledges that for the performance of a Project, ihotdesk is dependent on the disclosure of all relevant information by the Client to ihotdesk and accepts that any losses or damages which the Client suffers as a direct or indirect consequence of the incompleteness of such disclosure will to that extent be for the Client's account.

7.5 Subject to the Intellectual Property Infringement indemnity given by ihotdesk earlier in this Agreement, no matter how many claims are made and whatever the basis of such claims, ihotdesk's maximum aggregate liability to the Client under or in connection with this Agreement is one million pounds (£1,000,000).

7.6 None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of ihotdesk, its employees or its appointed agents.

## 8. TERMINATION AND PERSONNEL CANCELLATION

8.1 Either party may terminate this Agreement on 30 days' written notice to the other in the event that the other party:

8.1.1 Fails to pay any amount due hereunder;

8.1.2 Breaches any term of this Agreement and such breach is incapable of remedy or, if the breach is remediable, it continues for a period of 30 days after written notice requiring the same to be remedied has been given to the party in breach

8.1.3 Is in persistent or repeated breach of any of its obligations hereunder

8.2 Either party may terminate this Agreement on 30 days' written notice to the other in the event that in respect of the other party: -

8.2.1 a winding-up order or resolution is made or passed;

8.2.2 a provisional liquidator is appointed, an administration order is made, a receiver is appointed in respect of it or all or any of its assets, it is unable to pay any of its debts within the meaning of Section 123 of the Insolvency Act 1986, or any voluntary arrangement is proposed under Part 1 of the Insolvency Act 1986.

8.3 Termination of this Agreement shall be without prejudice to any other rights or remedies of either party.

8.4 The terms of Clauses 5-7 inclusive shall survive the termination or expiration of this Agreement.

8.5 Without prejudice to any other rights or remedies of ihotdesk, upon termination of this Agreement, or termination of a particular Project detailed in a Schedule 1 Document, the Client shall pay immediately and in any event within 14 days of termination:-

8.5.1 All of ihotdesk's unpaid charges which may be properly chargeable, whether invoiced or not;

8.5.2 All out-of-pocket expenses incurred by ihotdesk up to the date of termination of this Agreement and which are reimbursable in accordance with this Agreement.

## 9. ADDITIONAL SERVICES

9.1 If at any time during the course of this Agreement, the Client wishes ihotdesk to provide Additional Services not forming part of the Services, the Client shall supply to ihotdesk full details of such requested modification and ihotdesk at its option will either quote the Client a fixed price for the modification or estimate the costs on a time and materials basis in accordance with the Billing Rates.

9.2 If the Client determines that the modification is to be performed, a Schedule 2 Document shall be prepared setting out the Additional Services, including terms as to payment, and be attached to the Schedule 1 Document with the same Project Number.

9.3 Any Additional Services will be effected on the terms and conditions of this Agreement unless the Schedule 2 Document explicitly states otherwise

## 10. CLIENT'S OBLIGATIONS

10.1 The Client, without charge, shall:

10.1.1 ensure that its employees and other independent contractors co-operate with ihotdesk in relation to the provision of the Services as may be reasonably required by ihotdesk;

10.1.2 promptly furnish to ihotdesk such information and documents as ihotdesk may reasonably request for the proper performance of its obligations under this Agreement;

10.1.3 procure copyright and other appropriate licences or consents where necessary for the provision to or use by ihotdesk for the performance of Services hereunder of any material, software, code, data or information provided to ihotdesk by the Client pursuant hereto;

10.1.4 if it is able to do so provide to ihotdesk any material, software, code, data or information reasonably required by ihotdesk for the purposes hereof in whatever formats and timescales set out in Schedules 1 and 2;

10.1.5 Perform any additional obligations as set out in a Schedule 3 Document.

## 11. TAXATION WHERE APPLICABLE

The standard rate Value Added Tax (VAT) is applicable to all the Services, Additional Services and any products sold pursuant to this Agreement. Should this rate change all invoices following the date of change will be calculated at the new rate.

## 12. TRAVELLING

12.1 Any time reasonably spent by ihotdesk personnel travelling outside the Project Area (but not to and from the sites of the Client specified in this Agreement or any of its schedules) for the purposes of the associated Project shall be chargeable by ihotdesk at the Billing Rates.

12.2 Any travelling or accommodation expenses reasonably incurred by ihotdesk for the purposes of a Project will be charged to the Client as follows, unless specifically specified in the project:

As specified under special terms & conditions of a Schedule 1 Document of a Project;

By motor vehicle at the applicable AA Tariff in force from time to time;  
By air travel at the normal tourist class tariffs within normal working hours;  
By rail travel at the normal standard class fare in force from time to time;

Hotel accommodation at the rate scale typically allowed by the Client for its own personnel or, in the absence of any such scale, for a three star hotel.

## 13. NOTICES

All notices, authorisations and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier (e.g. DHL). Charges prepaid, return receipt.

|  |
|--|
| For ihotdesk   |
| ihotdesk limited<br>9 Curtain Road<br>London<br>EC2A 3LT |
| Attention : Director                                     |
| For Client   |
| Attention : Director                                     |

## 14. ASSIGNMENT

The rights and obligations of the parties under this Agreement are personal to the parties and each party undertakes that neither it nor its servants, directors or employees, will, without the prior written consent of the other party, which consent is not to be unreasonably withheld or delayed, assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.

## 15. ENTIRE AGREEMENT AND SEVERANCE

15.1 Subject to Clause 15.2, this written Agreement together with the Schedules hereto and any other expressly incorporated document constitutes the entire Agreement between the parties hereto and supersedes any prior understandings between the parties in relation to the subject matter hereof and neither party may rely on any representation made by the other party oral or otherwise unless such representation is expressly repeated herein. Nothing in this clause 15.1 shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court or arbitrator may allow reliance on the same as being fair and reasonable.

15.2 No change, alteration or modification to this Agreement shall be valid unless in writing and signed by duly authorised representatives of both parties.

15.3 If any provision of this Agreement or part thereof shall be declared void or invalid or unenforceable by a court of competent jurisdiction for whatever reason, it shall be deemed deleted and the remaining provisions shall continue in full force and effect.

15.4 If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable

## 16. FORCE MAJEURE

Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control or from any acts of God, acts or (if enacted after the date hereof), regulations of any governmental or supra-national authority.

## 17. WAIVER

Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.

## 18. RELATIONSHIP OF PARTIES AND SUB-CONTRACTORS

18.1 ihotdesk shall act at all times as an independent contractor.

18.2 ihotdesk may with the prior consent of the Client use sub-contractors to perform services under this Agreement..

## 19. SUPERVISION

19.1 The Client shall appoint a representative who shall have full authority to take all necessary decisions regarding a Project and shall notify ihotdesk in writing of the name of such individual.

19.2 ihotdesk and the Client's representative shall meet at regular intervals during the continuance of a Project to discuss and minute the progress of that Project. These meetings will be no longer than six weeks apart.

19.3 While ihotdesk's method of work is its own, ihotdesk shall use its reasonable endeavours to comply with the reasonable requests of the Client and to promote the interests of the Client in relation to any work it performs for the Client.

## 20. TIME

20.1 Whilst any dates specified by ihotdesk in relation to a time and material type Project are not binding and are for guidance purposes only, ihotdesk shall use its reasonable endeavours to meet such targets. It is agreed and acknowledged ihotdesk will endeavour to complete work on time for any agreed fixed priced Projects.

20.2 Without prejudice to the terms of Clause 20.1, if any failure by the Client to adhere to the terms of this Agreement, leads to any delays, any target dates shall be extended so as to accommodate fully the effects of such delay.

20.3 To the extent that any delay is directly or indirectly caused by any act or omission of the Client, ihotdesk shall be entitled to charge the Client for the effects of such delay on a time and materials basis at the Billing Rates.

## 21. ARBITRATION

21.1 In the event of any difference or dispute arising between the parties relating to the validity, interpretation, construction or performance of this Agreement or a specific Project, it is hereby agreed that in default of any amicable settlement (which the parties shall use reasonable endeavours to achieve), the same shall be referred to arbitration by an arbitrator appointed by the President of the Institute of Arbitrators (UK), unless the parties agree to more expeditious procedures. Such arbitration shall be conducted in London in accordance with English Law and the Rules of the London Court of International Arbitration last published at the date of reference to such arbitration. Any award made by such arbitrator shall be final, binding and conclusive.

## 22. TECHNICAL DISPUTES

22.1 Any question or difference of opinion which may arise between the parties concerning the technical interpretation of facts where such a question or such a difference of opinion is material in establishing if one of the parties has met its obligations here in under, shall be referred to a technical expert for resolution. Such technical expert shall be appointed by agreement, or in default of such Agreement by the application of either party to the President, for the time being, of the British Computer Society. Such an expert shall act only as an expert. Under no circumstances shall such an expert be invited or empowered to consider the rights, duties or obligations of either of the parties here in under, unless both parties otherwise express their consent, in writing. The fees and all associated costs of such an expert shall be borne by the parties equally. The conclusions drawn by the expert, which shall be set in writing, shall be accepted by both parties as final, binding and conclusive. If the parties to this Agreement fail to agree that a matter being in dispute constitutes a "technical interpretation of fact" then such matter shall be treated as a dispute to be resolved in accordance with Clause 21. [Arbitration].

## 23. COMPLIANCE WITH LAWS AND DATA PROTECTION

23.1 Each party shall comply with all applicable laws and regulations.

23.2 Each party shall at its own expense ensure that it has and maintains any governmental approval, consent, license or other authorisation necessary for the performance of this Agreement.

23.3 Each party agrees to comply and use its reasonable endeavours to procure that its officers, servants and agents comply with the provisions of the Data Protection Act 1998 and any amendments thereto.

## 24. THIRD PARTY RIGHTS

24.1 No rights are given to third parties under this Agreement, nor intended to be so given, and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

## 25. GOVERNING LAW

25.1 This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

## 26. COUNTERPARTS

26.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

## SCHEDULE 1

### SERVICE DESCRIPTION:

#### 'Pay-as-you-go' IT Support:

The Client purchases 10 IT Support vouchers ahead of receiving service from ihotdesk.

#### Remote Assistance

Each voucher entitles the Client to up to 60 minutes of remote assistance. Remote assistance consists of both telephone and where possible remote control of the Clients computer system.

Where ihotdesk are unable to remedy the Clients enquiry, then no charge will be made for the work, unless the work has taken in excess of 60 minutes, where ihotdesk will charge 1 voucher.

#### Deskside Assistance

The Client may request a Desk-side assistance call-out, where ihotdesk are unable to remedy the enquiry remotely. A charge of 3 vouchers per full or part-hour is made for a Desk-side assistance call-out.

The Client will receive a desk-side response on the next business day at the latest.

If desk-side assistance is provided as part of a scheduled IT clinic at an Avanta serviced office, then a charge of 2 vouchers per full or part-hour is made for a Desk-side assistance.




#### Reporting

ihotdesk will report each month to the client; the number of vouchers debited in the previous month; the number of vouchers being carried forward; details of the calls made in the previous period.

#### Purchasing additional vouchers

The Client may elect to purchase additional vouchers when the balance is showing zero. Vouchers expire 12 months from date of issue. Where no vouchers have been used in the preceding 12 months from issue, the Client may purchase their next vouchers at a discount of 25% of the then published price for this service.

#### Activities included:

-  Help with software and configuration type problems
-  Coaching on how to use certain Microsoft applications & technologies
-  Advice on how IT can improve business performance

#### Coverage:

The Project Area

### SERVICE HOURS:

All Services will be provided between 09:00 to 17:30, Monday to Friday, excluding UK Public Holidays.

### PROJECT AREA:

The Clients principal business address

### CLIENT RESPONSIBILITIES:

- o Data backup of the Clients documents and data on a regular basis and prior to any service call provided by ihotdesk
- o Anti-virus protection
- o Firewall protection
- o Informing ihotdesk of all relevant information to enable ihotdesk to service the Client

### SUPERVISION CONTACTS:

|                  |                 |
|------------------|-----------------|
| the Client       | ihotdesk        |
| Contract Manager | Account Manager |

### FIXED RATE PERIOD:

12 months from the 'Effective Date'. Vouchers expire 12 months from date of issue.

### BILLING RATES:

|                        |         |
|------------------------|---------|
| Description            | Price   |
| 10 IT Support vouchers | £299.00 |

All prices exclusive of VAT

| Service description            | Service level     | Time           | # Vouchers |
|--------------------------------|-------------------|----------------|------------|
| Telephone & Remote assistance  | Within 1 hour     | 1 hour or part | 1          |
| Deskside Assistance – call-out | Next business day | 1 hour or part | 3          |

### INVOICE SCHEDULE:

IT Support vouchers purchased in advance.

### SUPPORTED SYSTEMS & APPLICATIONS:

- Microsoft Windows XP Professional
- Microsoft Windows 2000 Pro
- Microsoft Small Business Server
- Microsoft Windows Server
- Microsoft Exchange Server
- Microsoft Office applications
- Microsoft Outlook
- Microsoft Word
- Microsoft Excel
- Microsoft PowerPoint
- Microsoft Project
- Microsoft Publisher
- Microsoft Access
- Microsoft Internet Explorer
- Adobe Acrobat

ihotdesk will provide it's reasonable endeavours to assist with any call for assistance. However the range of computer systems, operating systems, applications, utility software and hardware components is huge, so we may not be able to assist in all cases.

### SPECIAL TERMS & CONDITIONS:

The Client shall pay for the following additional expenses:-

- o Travel and Accommodation expenses whilst travelling outside of the Project Area
- o Consumable items; e.g. toner, backup tapes, paper, cabling
- o Data and telephone charges, including ISP/Telco costs
- o Repair of hardware maintenance not covered by warranty repair
- o Transportation of the Clients hardware for maintenance or relocation
- o Insurance of IT infrastructure
- o Software licences