



LOGIC NETWORKS LIMITED MAINTENANCE SERVICE Terms & Conditions

Terms and conditions for the provision of an on-site hardware maintenance service ("the Service") made between:

- (1) Logic Networks Limited of Unit C3 Matchmakers Wharf, Homerton Road, London E9 5GP (hereinafter referred to as "LNL") and
- (2) All the organisations (LNL customers) who have accepted maintenance proposals submitted by LNL but haven't requested/signed any maintenance agreements for variations to these terms and conditions.

LNL agrees to provide and the Customer agrees to accept the Service in respect of the equipment ("the Equipment") set out in the Schedule for the period stated in the Schedule and on the terms and conditions as hereafter defined.

1. DATE OF ENFORCEMENT

These terms and conditions are enforced as soon as the customers has agreed to/signed either a LNL sales/maintenance quotation or provided a purchase order of their own, or made the payment against invoice produced against the service or subscription. All 3rd parties service and subscription terms also apply under the terms of this agreement.

2. SERVICE

2.1 LNL will provide the Service between the hours of 09.00 to 17.30 Monday to Friday excluding Public Holidays to remedy any malfunction in the Equipment and to replace any defective parts.

2.2 To facilitate the Service LNL may, at its discretion, remove for repair any part or the whole of the Equipment and replace it with equipment equivalent or superior to that removed. This equipment may be deemed to be a permanent replacement in which case the equipment removed will become the property of LNL and the replacement equipment will become the property of the Customer. Alternatively, LNL may deem the equipment to be provided on free temporary loan in which case such loan equipment will remain the property of LNL.

2.3 LNL reserves the right to make additional charges to cover:

- (i) repairs caused by abnormal use of Equipment or not in accordance with manufacturer's instructions.
- (ii) repairs due to causes other than fair wear and tear.
- (iii) any service call caused by other than Equipment malfunction including but not limited to incidents such as programme error, loss of electrical supply or operator error.
- (iv) any work carried out at the Customer's request before 08.30 or after 17.30 hours
- (v) major sub-assemblies, such as certain portable PC screens, which when broken cannot be repaired but must be replaced. LNL will offer to replace such items at cost.

2.4 If in the reasonable opinion of LNL any part of the Equipment cannot be maintained by the provision of replacement spare parts or if a

major sub-assembly or whole of the Equipment is damaged beyond economical repair then LNL reserves the right to cancel the Agreement forthwith, upon giving written notice to the Customer is so far as it relates to that part of the Equipment or any other parts which are rendered inoperable.

2.5 LNL shall not be required to replace within the Annual Maintenance Charge consumable items such as, but not limited to: * BATTERIES * USB STICKS OR DRIVES * TONER, FUSER UNITS and DRUMS on LASER PRINTERS * ALL ITEMS CONSIDERED BY THE ORIGINAL MANUFACTURER AS BEING A 'CONSUMABLE' ITEM.

2.6 LNL warrants that the Service shall be provided by the appropriate experienced, qualified and trained personnel with all reasonable care, skill and diligence in accordance with good industry practice.

2.7 LNL shall use all reasonable endeavours to restore the Equipment to good working order in accordance with LNL's then current escalation procedures.

2.8 LNL shall use all reasonable endeavours to provide the Service within the Target Response Time specified in the Schedule.

3. CUSTOMER OBLIGATIONS

The Customer:-

3.1 Will ensure the environmental and electrical conditions are maintained to the manufacturers' recommendations.

3.2 Will ensure the Equipment is operated correctly and by competent and authorised members of staff.

3.3 Will notify LNL if the Equipment is re-located and will not modify or adjust it in any way without the prior consent of LNL.



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- 3.4 Will make freely available to LNL documentation and software necessary for the maintenance of the Equipment. adequately backed up. LNL shall not be liable for loss of the Customer's (or any other person's) data.
- 3.5 Will use media only of a type approved by the manufacturer or by LNL. 5.5 The maximum aggregate liability of LNL for any loss or damage caused to the Customer or to any other person in respect of the Agreement or otherwise in respect of this Agreement, which takes place in any calendar year shall in no circumstances exceed the total amount payable by the Customer to LNL under the Agreement in that year.
- 3.6 Will allow authorised LNL personnel access to the Equipment for maintenance purposes and co-operate with LNL in the diagnosis of any Equipment malfunction.
- 3.7 Will be responsible for re-constituting the Operating System, Application Packages and Data Files. 5.6 None of the limitations on liability set out in this Agreement shall apply so as to restrict LNL's liability (i) for the death or personal injury caused by negligence or (ii) in the respect of section 12 of the Sale of Goods Act 1979 or otherwise in respect of its right to transfer ownership or give possession of any equipment provided to the Customer as part of the Service, or (iii) in respect of any assurance of quiet possession in relation to any such equipment.
- 4. PAYMENT**
- 4.1 The Customer agrees to pay in advance annually as detailed in the Schedule the Annual Maintenance Charge set out in the Schedule together with Value Added Tax thereon at the appropriate rate.
- 4.2 The customer agrees to pay any renewal premiums at the anniversary of the renewal, and immediately upon receiving an invoice for payment from LNL. 5.7 The backing up of the data is the responsibility to the customer, LNL under no circumstances is responsible for data loss.
- 4.3 If any sums payable hereunder shall remain unpaid seven (7) days after they become due LNL shall be entitled to charge interest at the rate of three (3) percent per annum above the then current London Clearing Banks Base Lending Rate from the date such sums become due and payable until the date payment is received by LNL. **6. TERMINATION**
- 5. LIABILITY**
- 5.1 LNL accepts responsibility (subject to the remainder of this clause) for any loss or damage suffered by the Customer, to the extent that the loss or damage is caused by its own negligence or the negligence of any of its subcontractors or agents. However, beyond this, and other than as specified in the Agreement all conditions, warranties and other terms whatsoever in respect of the Service is hereby excluded and, specifically, LNL cannot warrant that the Service will be error-free. 6.1 Subject to prior termination as provided herein, this Agreement shall remain in force for the period shown in the Schedule and may then be terminated by either party on the giving of Three (3) months written notice to expire at the end of the period shown in the Schedule. If no such notice is given to expire at the end of the said period then the Agreement shall continue in force for the next twelve (12) months.
- 5.2 LNL shall not in any circumstance be liable for loss of profits or revenues, anticipated savings, contracts, time or goodwill. 6.2 If the Customer fails to pay the Annual Maintenance Charge as detailed in clause 4 or any others sum due hereunder for seven (7) days after the due date for payment, LNL may, without prejudice to any other remedy available to it, withhold the Service provided under the agreement for so long as the default in payment continues. The Customer shall however remain liable to pay the Annual Maintenance Charges in full.
- 5.3 LNL shall not be liable for any indirect or consequential loss or damage suffered by the Customer or any other person. 6.3 Notwithstanding clause 6.2 if either party commits a breach of the Agreement and fails to remedy such a breach within one hundred and eighty (180) days after the written notice from the other party requiring it to do so, the other party may by giving written notice to the party in default forthwith terminate the Agreement.
- 5.4 The Customer is responsible for maintaining the security of its data and ensuring that its data is 6.4 If during the term of the Agreement the Customer (if a Company or Corporation), enters into liquidation whether compulsory or voluntary



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- (otherwise than for the purpose of amalgamation or reconstruction) or has a Receiver or Manager appointed whether or not pursuant to an order of any competent Court or (if an individual) commits an act of bankruptcy or in any case enters into any composition with its creditors or otherwise suffers any execution or distress against any of its property then LNL may by giving written notice to the Customer forthwith terminate the Agreement.
- 6.5 Any termination of the Agreement shall be without prejudice to any right or liability of either party accrued to or upon the result of such termination. The Customer shall pay to LNL on termination by way of agreed compensation (unless such termination shall be by reason of LNL's default) all sums then due hereunder for the outstanding period of the Agreement less a discount for acceleration of payment.
- 6.6 This Agreement may not be terminated in part without the prior written consent of the other party.
- 7. SEVERABILITY**
- In the event that any one or more of the provisions of the Agreement shall for any reason be held to be unenforceable in any respect such unenforceability shall not affect any other provision and the Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein.
- 8. FORCE MAJEURE**
- LNL shall not be liable for any delay in or failure to perform its obligations under this Agreement if such circumstances or events beyond its reasonable control cause such delay or failure.
- 9. GENERAL**
- 9.1 Any notices that are required to be given hereunder shall be in writing and shall be sent to the last known address of LNL or the Customer as the case may be. Any such notice may be delivered personally or by first class pre-paid letter or by telex or by facsimile and shall be deemed to have been served if by hand when delivered, if by first class post forty eight (48) hours after posting and if by telex or facsimile transmission when despatched.
- 9.2 The Customer may not assign, sub-licence or otherwise transfer all or any of its rights and obligations under the Agreement to any third party whatsoever without the prior written consent of LNL.
- 9.3 This Agreement constitutes the entire understanding between LNL and the Customer for the provision of the Service and supersedes and replaces all previous representations and communications between the parties whether made orally or in writing. Any terms and conditions contained in any purchase order or other document issued by the Customer shall not apply to the Service provided by LNL under this agreement.
- 9.4 No waiver, alteration, modification or addition to this Agreement shall be valid unless made in writing and signed on behalf of each party by a person authorised in that behalf so to do.
- 9.5 Failure or neglect by LNL to enforce at any time the provisions hereof shall not be construed nor shall be deemed to be a waiver of LNL's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice LNL's rights to take subsequent action.
- 9.6 At the end each term an updated schedule of equipment will be presented to the customer for confirmation of the equipment to be supported for the next term.
- 9.7 No equipment or service included in the schedule can be withdrawn by the customer without the acceptance by LNL for the withdrawal. Without LNL acceptance the full contract value will be applicable unless a six (6) months notice is served for withdrawal of the equipment or service.
- 9.8 During the term of maintenance contract or 3 years after the termination or cancellation of the maintenance contract the customer will not contact any employee or ex-employee of LNL for any business or private matter without the written consent of LNL. Failing to do so, LNL may take legal action.