

IT Support Terms of Business

This is the AFF-IT Limited (t/a Affordable IT) standard terms of business. We strive to give the most efficient IT Support and Services that are universally accessible enabling any kind of business to flourish.

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Our Core Values

- We exceed customer expectations
- We listen and respect
- We do more with less
- We pursue, grow and learn
- We are passionate and determined

Our Service

Service Level Agreement (SLA) Table

All times stated are working business hours. We aim for 100% SLA timings; however, these can't always be guaranteed. You will be informed via email if this is the case.

| Problem | Response Time | Resolution Time | Escalation to Level 2/3 Support | | | |
|---|-------------------|------------------------|---|--|--|--|
| Our Opening times are 08:30 – 18:00, Monday - Friday | | | | | | |
| Low Issue (Business process can continue, one user or less than 10% of users affected) | Within 2 Hours | Within 32 Hours | Within 12 Hours | | | |
| Medium Issue (Less than 50% of users or functions affected but business processes can continue. Default level for care plan customers.) | Within 1 Hour | Within 24 Hours | Within 6 Hours | | | |
| High Issue (More than 50% of users or business critical functions affected) | Within 30 Minutes | ASAP | ASAP After Level 1 discovery of issue(s) | | | |
| Critical Issue (100% of users affected with all services unavailable) | 15 Minutes | ASAP | Default Level 2 / 3 Support Issue | | | |

The only exceptions to the above SLA's are the following:

- If a delay is incurred because a third party needs to respond before the problem can be resolved
- If a bank holiday occurs or the office is closed.
- If you request scheduled future work. This will require confirmation prior to work being completed.

Our response will be either by telephone, email or by an onsite visit to your address.

Recommendations

From time to time we will make both software and hardware recommendations. These will detail any hardware or software that we may deem necessary in order to a) improve the infrastructure that helps you run your day to day business and b) will improve on and make the IT Support that we provide more efficient to you. We accept no responsibility for software that we have recommended but don't supply or maintain. We will support you with any issues with third party software including liaising with the third party supplier.

Licensing

We will maintain control of all licensing for hardware and software that we supply and will inform you when there are any upcoming renewals/expirations, potential breaches or terminations. We do not accept any responsibility for upcoming renewals/expirations, potential breaches or terminations for licenses not purchased through us.

The subscription price will be made clear to you on our quotes or otherwise during the sign-up process and may vary from time to time, by region or by country. You agree to pay the fees at the rates notified to you at the time you purchase your subscription. Subscription to services are generally of monthly frequency. However, we may choose to offer fixed term or fixed payment frequency offers from time to time. Eligibility for any discounts is ascertained at the time you subscribe and cannot be changed during the term of your subscription. We will always tell you in advance of any increase in the price of your subscription and offer you an opportunity to cancel it if you do not wish to pay the new price.

We shall not be liable to anyone for withdrawing or amending any of the products we sell, or for refusing or failing to process an order.

Pricing Errors

If we incorrectly state a price to you whether online or otherwise, we are not obliged to provide you with a subscription at that price, even if we have mistakenly accepted your offer to buy a subscription at that price, and we reserve the right to subsequently notify you of any pricing error. If we do this, you may cancel the subscription without any obligation to us and we will refund you any money you have paid us in full, or you may pay the correct price. If you refuse to exercise either of these choices then we may cancel your subscription and will refund you any money you have paid us in full. We will always act in good faith in determining whether a genuine pricing error has occurred.

Technical Support Charges

For our Care Plan Customers, we will quote for and provide technical support in the form of monthly support hours or block hours. Monthly technical support hours will be billed at £60/hr and block hours can be purchased in increments of 5 (5, 10, 15....) at the same hourly rate. We will never expire technical support hours and they will be left on your account until you have used them up. We will inform you when technical support hours are running low so that you can add additional hours to your account, should it be required. If you run out of support hours then we will simply bill for any additional work at the above hourly rate of £60/hr. This will be subject to our standard payment terms.

We will only carry out up to 2 hours additional work over the block/monthly hour allocation and then a 'top up' of block hours must be purchased.

Ad-hoc technical support work (non-monthly or block hour customers) will be carried out at £80/hr.

Our only other support charge will be a call out fee for site visits. This will be £15 for the first 10 miles from our Office (SO14 0QB) and then a further 70p per mile thereafter.

Charges for licensing (eg Office 365) will be billed on a monthly basis.

Cancellation(s) / Adjustments

We work on a 30-day rolling basis and don't tie you into lengthy contracts. We believe that you should be able to get us to do as much or as little for you as you require without the need for paperwork being signed every time.

If you wish to cancel our services then we will require 30 days' written notice prior to the cancellation and then you will be sent a final invoice once cancellation has been confirmed for the remaining 30 days of service.

For Digital subscriptions, by placing your order you agree that we may start your subscription immediately upon our accepting your order. This means that you are not entitled to a refund if you change your mind after we have provided you with access to your subscription. Although you may notify us of your intention to cancel at any time, such notice will only take effect at the end of your then current subscription period, and you will not receive a refund.

If any cancellation charges are incurred to Affordable IT from third parties for licenses provided then these will be invoiced for immediate payment to the customer to cover the cost.

Quotes and Ordering

All orders that you place through us are deemed to be an offer by you to purchase the products or services that we supply subject to these Terms and are subject to acceptance of the order by ourselves. We may choose not to accept any order without providing a reason.

You may be presented with a range of choices during the ordering process. It is your responsibility to ensure that you read and understand these choices before you proceed with any purchase. Please contact us during usual office hours if you are unsure about anything before you proceed with a purchase (please note that while we endeavor to respond to enquiries promptly, we cannot guarantee to do so. It remains your responsibility to take advice about the product you intend to order before the order is placed).

All quotes are subject to change and all quotes sent out are valid for 30 days. Pricing is subject to change and if it does we will make you aware in the form of a quote revision.

All goods shall be required only to conform to the specification in the original quote/email correspondence. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the agreement.

The date of delivery specified by us is an estimate only. Time for delivery shall not be of the essence of the agreement and we shall not be liable for any loss, costs, damages or expenses caused directly or indirectly by any delay in the delivery of goods.

Payment Terms

We require payment 14 days from the date of invoice generation. Any overdue invoices will now be dealt with by Sarah Lowe Credit Management (SLCM). Invoices not paid within the aforementioned payment terms may be subject to interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and may also incur debt recovery costs in the event of continued non-payment. We can accept payment via BACS, Cheque, Direct Debit (GoCardless) or Credit/Debit Card. We require payment for any hardware or software purchases prior to the delivery of the hardware or software. There are no exceptions in this case.

If invoices are not paid on time, unless in dispute, we reserve the right to suspend any services and technical support. You will receive written notice (by email or letter) prior to the suspension of services.

Customers Obligations

To enable us to perform our obligations under these terms of business the customer shall:

- Co-operate with Affordable IT
- Provide us with any information that is reasonably required
- Obtain all necessary permissions and consents which may be required before the commencement of services and work
- The customer shall be liable to compensate Affordable IT for any expenses incurred by us as a result of a failure to comply with the above
- Treat all members of the team at Affordable IT with dignity and respect, no matter the circumstances
- Fully read and understand our Terms of Business
- Not to commit any illegal activities on machines monitored and managed by Affordable
 IT. We reserve the right to terminate any agreement with immediate effect. We don't monitor for illegal activity and it is your duty to ensure this doesn't take place.

Data Protection

Affordable IT will never sell or otherwise pass on your contact details to any other company or third party, unless required to do so by law. When you contact us, your details may be retained to assist with your enquiry and your details will be used for correspondence. Affordable IT will ensure that all data provided will be processed, stored and disposed of in accordance with the prevailing data protection legislation and is aware of its obligations under these regulations. Your data will not be used for marketing purposes unless you have given your permission for Affordable IT to do so.

Should you have any questions or queries regarding our Terms of Business then please get in touch by calling 02380 000 770 or by emailing <u>it@aff-it.co.uk</u>.

Please **do not** print and sign this document. Please use the Signable link in the original email to complete signing of the next page.

AFF-IT Limited (t/a Affordable IT) Information

Registered Address: Suite 7.4, Fairways House Offices, Mount Pleasant Road, Southampton, Hampshire, SO14 0QB

Contact Telephone: 02380 000 770

Contact E-Mail: it@aff-it.co.uk

Signed: (On behalf of AFF-IT Limited)

| Customer Information | | |
|------------------------------|--------------|-------------------|
| Name: | | |
| Company Name: | | |
| Registered Address: | | |
| | | |
| Contact Telephone: | | |
| Accounts Email Address: | | |
| Preferred Method of Payment: | | |
| BACS | Direct Debit | Credit/Debit Card |

I allow AFF-IT Limited to occasionally send me marketing material regarding our company and products and services.

Signature:

I confirm that I am authorized to sign on behalf of the above Company.

Signed: