Support services agreement Enter Contract Number

This agreement is between:

re:**think**-IT Consultancy Services and Enter client name & address

1st contact:
Phone number:
Fax number:
E-mail address:

2nd contact:
Phone number:
Fax number:
E-mail address:

Date the agreement starts:
Date the agreement ends:

Overall term of the agreement: fill in the term, 52 weeks, 36 months etc

Costs and charges: See schedule 2

How often we will invoice you: Monthly, quarterly, yearly

Address we will send invoices to: Enter customer billing address

Payment method: Cheque ☒ BACS ☐ Direct debit ☐
Other (please specify) ☐ Account etc.

By signing this agreement, you and we are confirming that we have read and understood this agreement and will keep to its terms and conditions as explained over the page and in the following schedules.

Agreed on our behalf by:

Signature:_____
Name:
Title:
Date:

Agreed on your behalf by:

Signature:_____
Name:
Title:
Date:

re:think IT

Contents

1. Scope of the agreement
2. Our responsibilities
3. Your responsibilities
4. Payment and charges
5. Penalties
6. Location and additions
7. Risk and ownership
8. Encouraging employees to leave
9. Confidentiality
10. Limit of liability
11. Year 2000 liability
12. Ending this agreement
13. General

Description of extra services covered by the agreement

Essential details

Schedule 1
Summary of the service level agreement, costs and support services

Schedule 2
Equipment details

Schedule 3
Customer's site details

1. Scope of the agreement

Services provided
The support services we provide under this agreement are listed in schedule 1.

Services not provided
Unless this agreement specifically says otherwise, we do not provide the following services.

- Work needed because of the equipment being damaged as a result of an accident or abuse (unless the damage is caused by us).
- Work needed to solve software or hardware problems associated with the date change to the year 2000.
- Repairing faults created by modifications not authorised by us or the manufacturer.
- Repair work needed because of parts being incorrectly installed and commissioned (unless we were responsible for the installation and commissioning).
- Repairing faults created by software updates being installed incorrectly (unless we were responsible for this).
- Repairs to try and make the equipment work in a way that exceeds the manufacturer's specification.
- Repairing faults that we believe you knew about before entering into this agreement but which you did not tell us about.
- Software updating or maintaining the latest version of software. The schedules refer to software only to indicate how complex the network is.

The list above is not complete and is for guidance only.
Any changes to this document must be in writing and signed by one of our directors and one of your authorised representatives.

2. Our responsibilities

a. We will repair, at our own expense, faults caused by fair wear and tear in order to restore the networking equipment listed in schedule 2 to its normal working condition. The equipment covered, the period of cover, and our response and fix times are shown in schedule 2.

b. We will restore the network by:

- repairing (and installing temporary equipment while yours is being repaired if necessary); or
- replacing your equipment with equivalent equipment (as long as you have given us written authority to do so).

If we install temporary equipment while we repair faults covered by this agreement, we will take that equipment away and re-install yours free of charge.

Any permanent replacement parts become your property and removed parts become our property.

c. We will hold or have access to appropriate spares to carry out our responsibilities.
d. If we believe that our work will disturb unaffected parts of your network, we will make all reasonable efforts to tell you about this before we start work.
e. We will make all reasonable efforts to promptly tell you about any significant issues relating to this agreement.
f. We will make every effort to carry out all of our responsibilities under this agreement.
g. We will provide a help desk for you to contact if you have any questions.
h. While our employees are on your site we will make sure they follow any of your health and safety procedures which we have received a copy of.
i. We will keep any confidential information, systems or processes you give us safe, secure and confidential.
j. We will provide performance statistics related to the services that we give you.
k. We will carry out our responsibilities in a way that keeps disruption to your business to a minimum.
l. We will carry out our responsibilities with due care and attention. We will be responsible for our staff's failures.

3. Your responsibilities

a. You must pay all our invoices promptly and in line with the agreed payment terms set out in the support services agreement summary.

b. You must provide the essential details we ask for to fill in the Support Services Agreement. (The details we need are shown in the Essential Support Agreement Details). You understand that if you do not supply this information we cannot carry out our responsibilities under this agreement. If you do not supply the information we will take reasonable steps to carry out our responsibilities, but we will not be liable for any failure, including if we fail to meet our response times or fix times.

c. You must pay us for any work which you ask for and which is not covered by this agreement. Such work includes (but is not limited to):

   - repair work we do to repair damage (other than damage caused by us) created by accident or misuse;
   - when you ask us to visit your site (or sites) for maintenance that proves to be unnecessary or to correct problems related to equipment not covered by this agreement; or
   - installation services or consultancy work which is not covered by this agreement.

d. Our costs for providing work not covered by this agreement will be at our standard prices which apply when we do the work.

e. If we install temporary equipment while we repair yours, you must allow us to re-install your equipment and remove our equipment within 20 working days of our telling you that your equipment is ready to be re-installed. We will not be liable for any costs arising from allowing us to carry out this work.

f. You must make back-up copies of all software on equipment we are supporting (and any other equipment that may be reasonably associated with it).

g. You must co-operate with us when we are trying to solve problems with the equipment covered by this agreement.

h. You must promptly tell us about any significant issue relating to this agreement.

i. You must give us copies of your health and safety procedures or policy.

j. You must make sure that the equipment is kept in line with the manufacturer's recommendations or specifications and used according to the manufacturer's instructions.

k. You must allow us to start repair work during the term of the agreement, even if that work may be disruptive. We will give you notice of any such repair work and we will not start the work until you give us your permission in writing. If you need us to do the work outside of the cover period you will have to pay a charge which we will tell you about before we start the relevant work.

l. You must keep any confidential information, systems or processes we provide safe and secure.

m. You must give us feedback on the quality of our service whenever we reasonably ask for your views.

4. Payment and charges

a. You must pay our charges so that we receive your payment on or before the date the agreement starts. Until we have received your payment, all support services will be on a 'best endeavours' basis. This means that we will do our best to provide a service, but we cannot guarantee it. If your payment is late due to circumstances that you can control, we may make an extra charge each month to cover our administration costs. The charge would be 5% of the agreement charge.

b. Unless the agreement says otherwise, we can increase the service charges set out in this agreement at each anniversary of the date the agreement starts. We may increase the charges by the relevant annual increase in the Retail Price Index (or any other index that replaces it) by giving you 30 days' notice in writing. If we make larger increases you can cancel this agreement from the date the new price is introduced by giving us 30 days' notice in writing.

c. We may end this agreement if you do not pay any charges due to us by 30 days after the due date, as stated on the invoice. You would then have to pay the entire agreement charge, plus any charges for work we provide outside this agreement and our costs of recovering the charges you owe.

5. Penalties

If, other than for reasons beyond our control, we fail to meet the response time and fix time as set out in schedule 2, we will reduce the following year's equipment maintenance charge or give you a rebate. We will work out the reduction or rebate in the following way.

- For an agreement that sets our response time only, each time we fail to meet the response time we will make a reduction or rebate equal to 2% of the equivalent 12-month charge.
- For an agreement that sets our fix time only, each time we fail to meet the fix time we will make a reduction or rebate equal to 4% of the equivalent 12-month charge.
- For an agreement that sets both our response and fix time, each time we fail to meet the overall time for a response and fix we will make a reduction or rebate equal to 4% of the agreement charge.

We will calculate the total reduction or rebate in the month before the next year's charges are due. The maximum total reduction or rebate will be 12% of the charge you paid in the relevant year of this agreement.

Example
For a 9-month agreement which sets both response and fix times, we failed to meet the response time twice, and we failed to meet the fix time once.

- Reduction or rebate for response time failures
  = 2 x 2% of agreement charge (4%)
- Reduction or rebate for fix time failure
  = 1 x 4% of agreement charge (4%)
- Total = 8%

Because the agreement was not for a full year, we amend the figures as follows.

- 9 (number of months in agreement) ÷12 (number of months in a year) = 0.75 = 75%
- 75% of 8% = 6%

So our total reduction or rebate would be 6% of the agreement charge.

6. Location and additions

The equipment covered by the agreement will be kept at the addresses listed in Schedule 3.

a. You agree to make sure that the premises where the equipment is installed are suitable, in good condition and keep to the manufacturer's recommendations.

b. If you intend to move the equipment you agree to tell us in writing so we can update our records. If you move the equipment we may immediately alter our service charges to reflect any increased costs to us. Any alteration to our charges must be reasonable or allow you to end the parts of this agreement relating to the equipment being moved.

c. We will have no responsibility for moved equipment if you do not give us reasonable notice or you do not make the necessary changes we recommend for the equipment's new location. (Our recommendations will be in line with the manufacturer's specifications or good working practice).

d. Extra equipment may be added to the agreement at any time depending on the Prima IT Solutions procedures that apply at the time. You may add up to 10% of extra equipment (measured in hardware value) at no charge. We will do our best to provide the service for the extra equipment for three months, as long as you tell us about the extra equipment when it is commissioned.

7. Risk and ownership

a. Any equipment we lend you will remain our property. You must take all reasonable steps to make sure that the loaned equipment is kept safe and not removed from your premises without our written permission.

b. Any part of your equipment that we are repairing or testing will remain your property. We will take all reasonable steps to make sure that your equipment is safe.

8. Encouraging employees to leave

a. During the term of this agreement, and for a period of 12 months afterwards, you agree not to employ or offer employment to any person who has been employed by us at any time during the previous year. (In this context, 'employ' means engaging a person as an employee, director, subcontractor or independent contractor).

b. This clause applies to both you and us. If you or we break this clause, that person must pay the other damages equal to the relevant employee's annual salary and any training costs that have been spent on them in the 12 months before the clause was broken.

9. Confidentiality

All information (written or spoken) you or we learn about the other's business as a result of entering into or keeping to this agreement must be kept confidential. The only exception is information which:

a. you or we already knew; or

b. is public knowledge, other than as a result of this clause being broken.

We both agree to keep to the spirit of this agreement.

10. Limit of liability

a. Our liability for loss of or damage to your premises or equipment as a result of our negligence or breaking this agreement is limited to a total of £1,000,000 within any 12-month period for all claims arising under this agreement. Your liability is limited to the same amount.

b. You and we cannot refuse to accept liability for death or personal injury caused by negligence.

c. We will not be liable to you for any:

- indirect or consequential loss;
- loss of income, profits, business or goodwill;
- loss of, damage to or corruption of information; or
- loss of availability;

You may suffer as a result of any act, failure or neglect in keeping to this agreement.
You will not be liable for the same.

11. Year 2000 liability

We will not be liable at all if the function or performance of any equipment or software is affected by date changes before, during or after the year 2000. This includes the equipment or software failing to meet any of the obligations set out in the British Standards Institute Committee document DISC PD 2001-1 (and any amendment or revision of that document).
If you ask us, we will do everything reasonably possible to solve any such problems, but this work is not covered by this agreement and so you will have to pay our charges, which we will tell you about beforehand.

12. Ending this agreement

a. The dates described in this clause relate to those dates shown at the beginning of this agreement.

b. This agreement will be in force from the date the agreement starts until the date the agreement ends (as shown on the front of this agreement) and then it will continue until you or we end it by giving at least three calendar months' written notice to the other.

c. You or we may end this agreement immediately, by giving the other written notice, if:

- an application is made for an administrator or receiver to manage all or part of the other party's assets;
- the other party cannot pay its debts when they are due or is declared bankrupt; or
- the other party breaks any significant part of this agreement and, if the matter can be put right, does not do so within 30 working days of receiving a written request.

d. We may end this agreement if you don't pay an amount you owe after we have given you 30 days' written notice to make the payment.

e. When this agreement ends, you and we must promptly return all hardware, software, documents and manuals used in connection with this and any other items which rightfully belong to the other.

13. General

a. This agreement replaces all previous agreements, communications, arrangements and understandings between you and us and makes up the entire agreement between you and us.

b. You (or we) may only transfer your (or our) rights and responsibilities under this agreement if we (or you) agree to this in writing. Agreement must not be unreasonably withheld.

c. If we do not enforce any term or condition of this agreement, that will not prevent us from enforcing that term or condition in the future.

d. Any notice which needs to be given under this agreement must be given in writing and delivered to the other party's company secretary by hand, by recorded delivery, or by fax.

e. We and you cannot take any action under this agreement more than two years after we or you become aware of (or should reasonably become aware of) the facts leading to the action.

f. This agreement will be governed by English law and you and we agree that any dispute will be settled in the English courts. Certain goods from the United States (including technical information) may have been imported under licence with the condition that they are not re-exported without approval from US authorities. If this applies to your equipment we will let you know and you must keep to the licence conditions.

g. You and we are independent contractors under this agreement and neither can act on behalf of the other.

re:think IT

Description of extra services covered by the agreement

Performance reviews.

Every three months we will provide a performance review. The review will be a report listing the services we have provided in the previous four months. We will not have broken this agreement if we do not provide this report on time.

Test calls.

Test calls allow us to prove our ability to meet our responsibilities and for you to test your procedures. Your entitlement to test calls is shown on the summary page. Test calls can be made at any time during the period of the support level agreement. The result of the test calls will be included in performance reviews and will be included in any calculation of charges you must pay.

Disaster recovery.

You have access to our available spares for disaster recovery. After a disaster we will do our best to ship equipment to your site, to restore a basic level of service, within 24 hours of the disaster being reported to our help desk. You can use these spares, free of charge, for 5 working days. After the 5 working days we may recover the equipment if you have not returned it.

Consultancy telephone line.

Our duty engineers are available to give you technical help and advice for non-fault enquiries. This service is available during normal working hours.

Remote network management.

This service gives us access to your network, with your permission, through technology that we believe is most appropriate. You can upgrade this service, for an extra charge, to a more sophisticated management service. If you have chosen to upgrade the service, full details and any special terms and conditions will be shown at the end of this agreement.

Account liaison engineer.

A nominated engineer will act as your point of contact. The engineer will be responsible for updating the technical information relating to your network and making sure the relevant information is available to other engineers.

Cable insurance.

If a cable or cable system becomes accidentally damaged, we will try to get a cabling engineer to you within 24 hours. The cable engineer will try to repair the fault, or will make a temporary repair until a permanent repair can be made. This agreement covers one man-day (a standard man-day is 8 hours, including time travelling to your premises, between 9am and 5pm, Monday to Friday except bank holidays) for each incident of accidental damage. The cost of any temporary or permanent repair is not included in this agreement.
This service is available for both copper and fibre cables.

Health checks.

Health checks are performed by our engineers and are aimed at making sure the network is working properly and is not near full capacity. The service involves connecting test equipment to your network or using the in-built test facilities of your equipment (or both). We give you the results in a technical form and they provide short-term tactical advice. Health checks are not intended to be an alternative to consultancy or network audits.

Extra services which are not included in the scope of this agreement and may be purchased as and when required

We are constantly developing the services we can provide and so we can change and add to the services listed below without giving you notice. If you want the latest details on our services you should contact our help desk, visit our website (www.rethink-IT.com) or e-mail us (techsupport@rethink-IT.com).

We can only estimate how long each of these services will take to complete. You should first call our help desk and they will arrange for an estimate of the time that a task will take. We will confirm this estimate to you in writing.

Installing network equipment.

Installation work involves physically installing equipment and testing that it works properly. Tests are limited to making sure that the equipment communicates at the transport layer (ISO Layer 3). We will carry out testing by either attaching external test equipment or using the equipment's built-in testing facilities.

Installation and testing does not include integrating it to other equipment and testing other equipment in systems (such as PCs, computer applications and other peripheral equipment). If this work is needed it will be done as part of commissioning work.

Installing cable systems.

Physically installing information cable systems. Our cabling division handles installations of 5 to 2000 data outlets, copper & fibre, racks and cable management systems. All new installations are designed by a BICSI qualified RCDD designer and are installed to the relevant standards; contact our sales desk for details.

Cable audit.

This service aims to review cable installations and assess whether the installation is suitable for maintaining reliability.

Cable design.

The design service aims to make recommendations on how the cable network can be designed, altered or developed to meet future needs.

Cable documentation service.

Many cable systems evolve without proper records being kept. The document service produces an up-to-date record of the systems and can include new test results for the existing systems.

Training.

The type of training included under this agreement is for training provided by our engineers. Training from manufacturers and other parties is not included.

Commissioning.

This work will be defined before the agreement starts.

Software update service engineer.

This service is for implementing new software releases on equipment. It does not include the actual software update service supplied by the manufacturer. Contact our help desk for details.

Health checks – (in addition to contracted Health Checks).

Health checks are carried out by our engineers and are aimed at identifying any improvements that could be made in the network. The service involves connecting test equipment to your network or using the in-built test facilities of your equipment (or both). We give you the results in a technical form and we may provide short-term tactical advice. Health checks are not intended to be an alternative to consultancy or network audits.

Consultancy.

This service will be provided by an expert in the field. The actual service will be defined before we provide the service.

Network audits.

Unless this agreement states otherwise, network audits are limited to defining the communication equipment contained in a customer's network. Desktop equipment, network servers and telephone-switching equipment are not normally included.
The result of a network audit will be a list of your equipment including description and product codes and serial numbers (if found). The relationships between equipment will be shown in an accompanying drawing and supporting text.

We do not usually recommend changes to the design of a network as part of a network audit. Design and development issues are provided by the consultancy service.

We can only make reasonable investigations during an audit and so we cannot give any assurances relating to the completeness of any audit.
Special conditions associated with these services are explained below.

re:think IT

Special conditions associated with consultancy and network audits

1. Our responsibilities

a. We will provide a consultant to give expert pre-sales advice about your network.

b. We will take all reasonable care when installing or removing our test equipment, but we will not be responsible to you for any damage caused to your premises or network as a result of our attaching or detaching the test equipment.

c. We will make sure all of our employees follow your health and safety procedures or policy while they are on your premises.

d. If you provide any confidential information, systems or processes we will keep them safe and secure.

2. Your responsibilities

a. You must give us reasonable access to the information we need to carry out our responsibilities.

b. You must provide all information relevant to the project when we ask for it. Any delays created by you not providing information on time will be your responsibility.

c. If we install temporary equipment that does not belong to you, you must make sure that its removal is not hindered for any reason such as your network becoming dependent on our equipment. You must allow us to remove our equipment within 30 days of our request to do so. If you do not allow this you will have to pay the cost of replacing our equipment or the cost of the original equipment, whichever is higher.

d. Costs will be the list price for the equipment.

e. While we are on your premises you must remove any danger or equipment that we consider to be unsafe.

f. If our services could be disruptive we will tell you and if you decide to use our services, we will not be held responsible for any disruption. We do not guarantee that your services will not be interrupted or error-free while we are carrying out our responsibilities.

3. General conditions

a. The conditions of our support agreement will apply to this document if it is a schedule or the main document.

b. The terms and conditions in this agreement govern the consultant services you can use.

c. If any term of this agreement contradicts any term of a purchase order you have issued, this agreement will apply unless you and we have agreed otherwise in writing.

d. Scheduling of consultancy time will depend upon your and our workloads. Scheduling of re:think-IT consultant's time will be booked through our help desk.

e. Any report we produce as part of this consultancy will be our intellectual property and be protected by copyright. However, we will not unreasonably withhold our permission for you to copy the information for your own use.

f. There are no time limits on our performing our responsibilities under these special conditions.

g. You and we cannot transfer the rights and responsibilities under this agreement without the other's written permission.

h. If, during the project, one of us believes that the project will not be successful, you and we agree that the project definition may be varied or cancelled without full notice. If the project is cancelled for this reason you will pay us for the number of days we have worked (including but not limited to days spent on preparation and in meetings) or within 30 days of the project being cancelled, you and we must return to the other all information they have provided.

Essential details

We need the essential details below so that we can carry out our responsibilities under the agreement. If you do not have the necessary resources to provide the details, we can provide technical help. If our staff have to gather the information for you, we will charge you for this at our usual rates or you may use the man-day credits you have under this agreement. To collect this information we would need to provide a network audit service.

Essential details

- **The full address of each site where equipment is.**
- **For each address we need the following details.**
    - The name of our contact at the site.
    - A telephone number, fax number and e-mail address (if available).
    - Details of how your network is set up, preferably with a diagram.
    - Details of any particularly important or sensitive equipment and systems.
- **Details of each item of equipment covered, including the:**
    - Product code or manufacturer's description;
    - Serial number;
    - Hardware version or approximate age;
    - Software version;
    - Address it is kept at;
    - Location within the site; and
    - Configuration back-up on disk (or similar) or exact details of where the back-up is held.
- Your health and safety policy and procedures.
- The name, address, phone number, fax number and, if appropriate, the e-mail address of each main contact.

Details we would like

If possible we would like to have:

- location maps;
- if the site is a large site, a site map; and
- a copy of your escalation procedure or policy.

re:think IT

Schedule 1- summary of the service level agreement, costs and support services

You can choose a contract that sets a response time, a fix time or combination of both.
For faults relating to software we cannot guarantee fix times and so these are not included in the service level agreement calculations.

You choose separate times for each item. Your choices are shown in this schedule.

Our current escalation procedure which we follow when dealing with complaints is shown on our website (www.rethink-IT.com). We are constantly reviewing our escalation procedure to make sure we perform efficiently.

When do the service levels start?

When you report a fault (using the procedure that applies at the time) we will give you a fault reference number. You will then either be passed on to a duty engineer, or the duty engineer will call you back within 10 minutes. If appropriate, we will start to diagnose the problem over the phone to reduce the time it takes to sort out the fault. Doing this will last for up to 15 minutes unless we agree otherwise with you (a written confirmation will be sent). At the end of this time an engineer will be sent out. It is at this point that the fix and response times are measured from.

What is a response time?

The response time is the period from the time that an engineer is sent out to the time he or she arrives at your premises. Response times are only guaranteed during your cover period.

Example

The agreement covers the hours from 9am to 5pm and sets a four-hour response time. If you place a call at 4pm, our engineer will be expected to be with you no later than 12.25pm the following day. (4pm to 4.25pm (telephone diagnosis) = 25 minutes, 4.25pm to 5pm = 35 minutes, 9am to 12.25pm = 3 hours and 25 minutes = a total of 4 hours).

What is a fix time?

The fix time is the time from our engineer setting off to your premises to the time your network service is restored. Fix times are only guaranteed during your cover period.

Example

The agreement covers the hours from 9am to 5pm and sets a four-hour fix time. If you place a call at 4pm, our engineer will be expected to be with you no later than 12.25pm the following day. (4pm to 4.25pm (telephone diagnosis) = 25 minutes, 4.25pm to 5pm = 35 minutes, 9am to 12.25pm = 3 hours and 25 minutes - a total of 4 hours).

What is a combined response and fix time?

A combined response and fix time is the total time you get by adding together the response time and the fix time. These times are only guaranteed during your cover period.

Example

The agreement covers the hours from 9am to 5pm and sets a four-hour response time and a four-hour fix time. If you place a call at 4pm, our engineer will be expected to be with you no later than 12.25pm the following day. (4pm to 4.25pm (telephone diagnosis) = 25 minutes, 4.25pm to 5pm = 35 minutes, 9am to 12.25pm = 3 hours and 25 minutes - a total of 4 hours).

re:**think**-IT Consultancy Services will always try to make sure an engineer meets the response times and fix times set out in the agreement.

Summary of the support services agreement

Agreement number:

Agreement start date:

Agreement end date:

Initial value of the agreement:

Annual value of the agreement at renewal:

Number of sites covered:

Minimum service level agreement for any item covered: P1

Maximum service level agreement for any item covered:

Term of agreement:

Invoicing frequency:

Payment terms: net (The first payment is due in the month before the agreement starts).

Support services

Standard support services that are included in this support agreement are shown below.

- Performance reviews
- Equipment repair
- No. of test calls included in this agreement: 0
- Disaster recovery
- Consultancy phone line
- Remote management
- Account liaison engineer
- Cable insurance
- No. of health checks each of a maximum of one day duration included in this agreement:1

re:think IT

Schedule 2 – equipment details

P code key

We provide a wide range of service level agreements. A 'P code' is allocated to each item that is covered. The P code defines the level of service applied to the item.
The P code key for this agreement is as follows.

P code	Period of cover	Response time	Fix time
P1	9-5 weekdays (Excl Bank Holidays)	8	24
P2	9-5 weekdays (Excl Bank Holidays)	8	8
P3	9-5 weekdays (Excl Bank Holidays)	4	8
P4	9-5 x 7 x 364	8	8
P5	9-5 x 7 x 364	4	8
P6	24 x 7 x 364	8	8
P7	24 x 7 x 364	4	8

'Location number' refers to the sites specified in schedule 3.
See clause 6.d for extra equipment.

Item number	Qty	Description	Serial Number	Location Number	P code
					P1
					P1
					P1
					P1
					P1
					P1
					P1
					P1
					P1
					P1
					P1
					P1
					P1
					P1
					P1
					P1
					P1
					P1
					P1
					P1
					P1

Schedule 3 – customer's site details

Location Number	Details