

**Technical Support - Terms and Conditions**

'ReZolve' shall mean ReZolve I.T. Limited of East Grange House Scruton Northallerton North Yorkshire DL7 0RD or any subsidiary or associate thereof contracted by ReZolve to provide the Service in whole or in part to the Customer.

'Customer' shall mean the person, business or company entering into this agreement and referred to in the Quotation.

'Quotation' shall mean the quotation setting out charges for the Service whether or not annexed to the contract.

'Contract' shall mean the agreement between ReZolve and the Customer for the provision of the Technical Support Service as set in this agreement.

'Service' shall mean the provision of any time, resource and materials by ReZolve for the Customer under this agreement.

'Issue' shall mean a technical problem or request for assistance made by the Customer.

'Contract Period' shall mean the period, usually 12 months, covered by this agreement.

*The headings in the contract are for convenience only and shall not affect its interpretation.*

**Charges**

Save as varied by the Quotation the following charges provisions shall apply in respect of the Service:

1. The Customer shall pay ReZolve fees for the Service at the rate set in the Quotation.
2. The Service is payable in advance. The Customer shall make payment on each invoice prior to the start of the Contract Period or at least within 7 days of the invoice date.
3. Any Technical Support work requested by the Customer which is not specifically covered by this agreement will be confirmed to the Customer in writing, normally by fax or email, and will be charged at the current standard rates and invoiced to the Customer on completion of the work. The Customer shall accept invoices for this work and make payment on each invoice within 30 days of the invoice date
4. When invoices remain unpaid, ReZolve reserves the right to suspend all related Services and to add compound interest at the rate of 1.5% per month, calculated until the date payment is received.

**ReZolve Responsibilities**

To enable the Customer to report Issues ReZolve shall:

1. Provide a telephone hotline between the hours of 09:00 and 17:00 from Monday to Friday each week of the year with the exception of statutory holidays. Outside of these hours Issues can be reported using voice-mail, email or the Internet. When service personnel are not available details of the Issue will be taken and passed on to service personnel immediately via email or text message.
2. Provide an email address and an Internet-based support project to report Issues electronically.

When Issues are reported ReZolve shall:

3. Record the Issue electronically and when requested pass on a unique issue number to the Customer.
4. Respond to Issues within 2 working days by telephone or electronically by email or the Internet.
5. Undertake to resolve Issues notified by the Customer as urgent within 5 working days though no guarantee is made that Issues can necessarily be resolved within this time.
6. Upon request ReZolve will access the Customer's systems directly using remote control software or a direct network connection. In this instance the customer has responsibility for maintaining the hardware and software required for this on their premises.
7. Where an issue cannot be resolved without recourse to attendance at the Customer's premises service personnel will attend within 5 working days of the issue being raised. Should the issue be found to be the result of inappropriate action taken by the customer or failure of other systems operated by the Customer such work will be regarded as outside the Contract and charges will be applied for time and materials used.

In addition, ReZolve shall:

8. Provide Internet-based user documentation and knowledgebase.
9. Provide maintenance upgrades to ReZolve software at the discretion of ReZolve.
10. Upon request ReZolve will make available any relevant application code to the Customer for security purposes in the event that ReZolve ceases trading or is otherwise unable to provide maintenance of the application code. The application code will be password protected with the password accessible from an agreed third party.

**Customer Responsibilities**

The Customer shall:

1. Provide timely access to information and personnel necessary to progress and complete the works. Where excessive delays are encountered during Fixed Price Services, ReZolve reserves the right to charge the Customer for any additional time and expenses incurred and to change the delivery schedule appropriately.
2. Provide ReZolve service personnel free of charge with fully adequate and safe working space and facilities for all installation and maintenance works to be carried out.
3. Ensure that all software and files are adequately replicated at the Customer's expense prior to any works being carried-out on the Customers equipment. File back-up, file restore and data retrieval are not covered by the contract and ReZolve reserves the right to make charges for such work carried out at the Customers request.
4. Shall indemnify ReZolve against any claim for infringement of copyright and royalty payments associated with materials, information and software supplied or made available by and warrants with ReZolve that it is itself exclusively entitled to the intellectual property and all other rights in or has the previous licence and agreement of the proprietors thereof to the use adaptation and development of the same by ReZolve pursuant to the contract.
5. Maintain an adequate back-up strategy to ensure that when current data is corrupt, the Customer can recreate data without causing loss of the staff time or resources of ReZolve.

**Confidentiality**

ReZolve shall keep confidential such of the Customer's information which is specifically designated as confidential by the Customer at the time of the acceptance of the quotation by the Customer or which is subsequently so designated in writing by the Customer and shall not divulge the same to any third party without written consent of the Customer. This provision shall not apply where such information as is already in the public domain or is otherwise required to be divulged by ReZolve for the reasonable performance of its obligations under the Contract.

**Liability**

The following limitations shall apply to the liability of ReZolve under the contract: -

1. ReZolve shall not be liable for any indirect incidental or consequential loss or damage (including, but not limited to, loss of programs or data, loss of use of equipment, and loss of profits), howsoever caused, including costs associated with the use of additional personnel used to aid recovery from such a loss.
2. All terms and conditions and warranties whether made expressly or implicitly relating to the quality or fitness for purpose of the Service are excluded and where the materials equipment or specification contained or referred to in the Quotation have been specified by the Customer or any third party the Customer acknowledges that ReZolve is entitled to rely exclusively on the quality and fitness for purpose of such materials equipment or specification without liability for any consequential loss. Without prejudice to the foregoing ReZolve shall not be liable for any direct or indirect damage or loss or delay or additional costs arising from any change required by the Customer or its clients to the specification referred to in the Quotation
3. ReZolve shall be under no liability whatever (whether contractual tortious or otherwise) for any loss or damage (including loss of profit) suffered by the Customer or the Customer's employees, agents or any other third party arising out of a breach whether direct or indirect by ReZolve of the contract or otherwise in respect of the Service. This includes (without limitation) loss of or damage to data or the systems to which the Service or any related installation is connected, loss caused by interruption or cessation of services to the Customer beyond the reasonable control of ReZolve and loss arising from e-commerce or electronic financial or credit transactions conducted by or on behalf of the Customer or its clients.
4. In the event of any breach of the contract by ReZolve the remedies of the Customer shall be limited to damages and under no circumstances shall the liability of the Contractor exceed the amount of the Quotation.
5. Where the Customer is not a consumer it acknowledges that it does not trade as such and that the terms of the contract are reasonable.

**Termination**

ReZolve reserves at its sole discretion the right to give three months' notice not to renew any contract for ongoing services. ReZolve will not be required to provide any reason or explanation for such termination.

The Customer may cancel the service may by giving notice in writing to ReZolve 3 months prior to the end of the 12-month period of service.

**Miscellaneous**

If either party ceases to carry on business or makes any arrangement with creditors or if a receiver of its assets is appointed or if (being an individual) an order in bankruptcy is made against it or any partner, or if (being a

Company) a winding-up order or resolution is made or passed (save voluntarily for the purposes of solvent amalgamation or reconstruction), then the other party may immediately by giving notice terminate the contract. Neither party shall be liable to the other party for failure or delay in the performance of any obligation under the contract (other than any obligation to pay money) caused by any circumstances outside its control, such as, but not limited to, Act of God, fire, flood, war, industrial dispute, governmental actions or regulations, or failure or delay on the part of suppliers or sub-contractors. If any term or provision of the contract shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part thereof shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected. Any waiver of a breach of this Agreement by the Customer or any variation of this Agreement must be in writing.

**Notices**

Any notices given under this Agreement shall be in writing and sent

- (a) by first class pre-paid post to the last known address of the party or
- (b) by fax to their last known fax number.

The notice shall be deemed served

- (a) two working days after posting or
- (b) upon receipt of a successful transmission report.

**English Law**

This Agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.