

IT SUPPORT CONTRACT AGREEMENT

THIS AGREEMENT is made the (Date)

BETWEEN

- (1) Rushdan Limited t/a **B2B Communications** of whose administrative offices are at Office Suite 2, Hagley Golf & Country Club Business Centre, Wassell Grove Lane, Hagley, Worcestershire DY9 9JW
- (2) **(Customer Name)**

Period

This agreement shall be effective from the Commencement Date detailed above for a period of 12 months from this date. The agreement however may be terminated by either party within the 12 month period providing 60 days written notice is provided.

Payment

Payment will be made in advance by monthly standing order on the first of each month, unless altered by prior negotiation. Any disbursements shall be paid 30 days from invoice date.

Services Provided

We will provide the following support for workstation, server and networking systems included on the "schedule of equipment covered":

Items covered:

Telephone and remote access support for the network, server and workstation devices.
Helpdesk and remote access support for virus and Malware removal.
Helpdesk support for additional facilities being added to the IT system.
All services are subject to B2B Communications terms and conditions.

Items NOT covered:

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Site visits (agreed rate of £TBC per hour)
Labour and site visits for adding additional facilities to the IT system (not including hardware/software provided by Network Innovations).
Damage by any means other than normal usage.
Damage by theft, attempted theft, power surges, lightning strikes or other natural disasters.
Relocation of equipment

SLA Credit Claim:

To properly claim an SLA credit due, a customer user must open a sales credit ticket by sending an email to helpdesk@b2b-comms.co.uk within seven days of the purported outage. Customer must include service type, contact information, and full description of the service interruption including logs if applicable. The SLA claim will be researched appropriately and any credit issued will be issued to accounting and the ticket will be updated. SLA credits are issued as service credits on future billing cycles. SLA credits shall not be bartered or traded with other services or products. Please allow up to fourteen (14) days for the process of SLA claims.

SLA Claim Fault:

Customers currently in arrears for monthly services do not qualify for SLA claims. Customers making false or repetitive claims will incur a onetime charge of £60 per incident for such claims. False or repetitive claims are also a violation of the Terms of Service and may be subject to service suspension. Customers participating in malicious or aggressive internet activities thereby causing infections, attacks or counterattacks, do not qualify for SLA claims and shall be in violation of this agreement. The Company is not liable for SLA Claims made for postage delays or other delays out of its control. No claim will be processed without a valid ticket number.

SLA Credit (Based on Working Hours)

Hours stated or less Guaranteed = No credit
+ 1 hour to 48 hours over = 10% of monthly fees collected for agreement
+ 48.1 hours+ over = 15% of monthly fees collected for agreement
Credit limit capped at 100% monthly and no more than 20% annually

Help Desk Arrangements

In the first instance a call should be logged by telephone or email using the numbers and contacts details provided. Problems should be categorised according to their seriousness. The helpdesk operates between the hours of 8.30am and 5pm Monday to Friday, excluding public holidays.

Problem Type	Reporting Procedure	Ideal Response Time	Worst-case Response Time
System-wide or Server Failure	Telephone to any number available	2hrs (working)	8hrs (working)
Individual Machine failure - user has no other means of working	Telephone or email	4hrs (working)	**8hrs (working)
Individual Machine Problem - not stopping user from working completely	Telephone or email	Next Working Day	2 Working Days
Individual - User needs additional facilities or new software installed	Telephone or email	Two Working Days	7 Working Days
Informational Only - Minor problems that need to be reported to engineering	email	As And When	As And When

Repair Arrangements

In the first instance the help desk personnel will try and resolve the problem with suggestions made over the telephone. If this does not successfully resolve the problem then remote access will be attempted (where available). Should this fail a return of equipment will be requested to our workshop for further repair. In the event of a piece of failed equipment not being covered by a full hardware warranty arrangement a quotation will be provided for its repair / replacement. Where labour is covered under the agreement, no labour charges will be incurred by the customer in attending to the repair.

Replacement / Loan Equipment Arrangements

Replacement or loan equipment is not guaranteed to be provided under this agreement, unless specifically quoted in the schedule of equipment covered. Wherever possible loan equipment will be provided at our discretion. Additional support costs incurred for postage, services and facilities must be paid during the next billing cycle.

Emergency Recovery / Relocation

Emergency system recovery of a server will be attempted using backups provided by the customer. It is the customer's responsibility to ensure that they have adequate backups of their server and / or other mission-critical data. In the event of a system failure we cannot recover lost data that has not been successfully backed up prior to the system failure.

Preventative Maintenance

It is the company's normal policy to do a certain amount of preventative maintenance (often via remote access) in order to prevent more serious problems further down the line. Such preventative maintenance may include any or all of the following: checks on the anti-virus software; virus scans; checks on the backup system; checks on hard disc usage and utilisation of data space; hard disc integrity and defragmentation; temporary file usage.

IN Witness whereof each of the parties has executed this agreement in a manner binding upon it the day and year first above written.

Signed on behalf of B2B Communications (Rushdan Limited)	Signed on behalf of Abbey & Lyndon Builders Limited