

Managed technology support

Terms & conditions

1. Definitions

In this agreement the following words and expressions shall have the following meanings.

OryxAlign means OryxAlign Limited

The Customer means the party whose name has been specified on the front of the agreement.

Equipment means all the equipment specified in this agreement listed in the Schedule of Equipment & Services.

Support Charges means the charges to be paid by the Customer for the Support Services, as specified in Clause 2 to this agreement.

Support Services means preventative Support and remedial Support services required to keep the Equipment in good working condition.

Service Hours means between 08.30 to 18.00 Monday to Friday, excluding public holidays.

Site means the customer trading address where the Equipment is kept.

2. Support Services

- 2.1 OryxAlign agrees to provide the Support Services to the Customer in respect of the Equipment on the terms and conditions set out in this agreement.
- 2.2 OryxAlign shall provide preventative Support services during the Service Hours at intervals necessary to keep the Equipment in good working condition, for which the Customer shall pay the monthly charge as specified.
- 2.3 OryxAlign shall provide remedial Support services during the Service Hours when notified that the Equipment is inoperative, for which the Customer shall pay the monthly charge as specified.
- 2.4 OryxAlign shall endeavor to respond promptly and within the stated response time detailed on the Schedule of Equipment & Services to requests for remedial Support.
- 2.5 OryxAlign shall provide remedial Support outside the Service Hours only if requested to do so by the Customer, for which the Customer shall pay additional the charges as quoted by OryxAlign.
- 2.6 Support Services shall not extend to installation or Support of software, operating accessories including media such as tapes and disc packs or electrical work external to the Equipment or Support or alterations, attachments or other devices not specifically noted as part of this agreement.

3. Third Party Rights

No person other than OryxAlign and the Customer shall acquire any enforceable rights under or in connection with this agreement.

4. Exclusion from Support Services

OryxAlign's obligation to provide Support Services is contingent upon the proper use of all Equipment or Applications. OryxAlign shall not be obliged to provide Support Services if:

- a) Any Equipment has been subjected to unusual physical or electrical stress.
- b) The Equipment is maintained or repaired, or if attempts to repair or service the Equipment are made by anyone other than OryxAlign's personnel without the prior approval of OryxAlign (such approval not to be unreasonably withheld)
- c) The Equipment is either removed from its initial installation location or is reinstalled without the approval of OryxAlign.
- d) Any equipment is not functioning correctly due to a replacement needed of a consumable item such as laser printer drum units, fuser units, print heads, toners, ribbons, laser printer maintenance kits, batteries, etc.
- e) Any Equipment or supported Applications have been infected by viruses or spyware.
- f) Adjustment, repair or parts replacement is required because of accident, neglect, misuse, improper programming, failure of electrical power, air conditioning, humidity control, transportation or causes other than normal use.



- g) Any equipment hardware which is outside the manufacturer's standard or extended warranty and/or equipment which is more than five years old unless OryxAlign has agreed in writing to the Customer that it will not be excluded.
- h) Any Equipment, in OryxAlign's reasonable opinion, has reached the end of its useful life.

If support services are required as a result of the causes stated above, such repairs will be made at OryxAlign's then prevailing non-contract billable service rates and charges.

5. Support Charges

- 5.1 Support Charges are payable monthly in advance via direct debit, unless otherwise agreed. The Customer shall pay all other charges within 30 days of receipt of invoice.
- 5.2 OryxAlign shall be entitled to adjust the Support Charges by giving 30 days' prior written notice to the Customer to take effect from the next due invoice.
- 5.3 Any additions to the schedule of Equipment, Applications & Services throughout the duration of the subscription term will be charged at the agreed rates and included in the monthly direct debit or invoice.
- 5.4 If the customer fails to make payment to OryxAlign for the service required by this agreement, OryxAlign reserve the right to suspend the service until payment has been made.
- 5.5 All charges are payable without any deductions or withholding of any kind but with the addition of VAT.

6. Customers Obligations

- 6.1 The Customer undertakes to provide full and free access to the Equipment and working space as well as adequate facilities including electrical outlets within a reasonable distance from the Equipment.
- 6.2 The Customer shall obtain, keep and make available to OryxAlign machine readable copies of all programs, data files and operating systems relating to the Equipment. OryxAlign does not take any liability for the Customer's inability to use its machine readable data.

7. Data Backup

Additional labour, billed at OryxAlign's standard rates will be incurred in attempting to recover files if the Customer has not maintained proper data backups.

8. Limitation of Liability

- 8.1 In no event shall OryxAlign be liable for any damages, including loss of business, loss of opportunity, loss of profits or for any other indirect or consequential loss or damage whatsoever in connection with OryxAlign's performance under this agreement.
- 8.2 OryxAlign shall have no liability for destruction or damage to the customer's data.
- 8.3 The exception being nothing in this agreement shall exclude or limit the liability of OryxAlign for death or personal injury resulting from the negligence of OryxAlign or its employees or agents.

9. Termination

Either party may terminate this agreement at any time prior to the end on the agreement subscription term. Once a termination notice has been received a 90 day termination period will come in to effect which will not commence until the end of the agreement subscription term. Where a termination notice has not been received prior to the end on the agreement subscription term, the agreement will renew automatically for a further 12 month subscription term and terminate at the end of the renewed term.

Either party may terminate this agreement immediately at any time by notice in writing if:

- 9.1 The other party commits a breach of this agreement and fails to remedy it within a reasonable time of being given written notice from the other party to do so.



9.2 The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect.

9.3 The other party ceases to carry on its business or substantially the whole of its business.

9.4 The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

10. Auto-Renewal

Unless terminated in accordance with the above clause (9.Termination), this agreement will renew automatically at the end of the subscription term for a further 12 month subscription term.

11. Confidentiality

11.1 All information acquired by OryxAlign relating to the business of the Customer and its customers, if applicable, shall be treated by OryxAlign as confidential (after as well as during this agreement) and OryxAlign shall not make any use or disclosure of it.

11.2 OryxAlign shall take all reasonable steps to protect the confidentiality of such information and require its employees who require access to it for the performance of their duties to enter into written undertakings as to confidentiality which are consistent with OryxAlign's obligations under this agreement and are directly enforceable by the Customer.

12. Providers Obligations

OryxAlign shall use its reasonable endeavors to keep the Equipment in good operating condition.

OryxAlign will provide at a cost, all parts and equipment modifications which OryxAlign deems necessary for maintaining the equipment, which is outside of manufactures warranty, in good operating condition. All parts will be furnished on an exchange basis and will be new equivalent standard parts of equal quality.

13. Force Majeure

Neither party shall be liable to the other party for any delay or failure to perform any of its obligations under this agreement if the delay or failure results from events or circumstances outside its reasonable control, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party in writing of the nature and extent of such events.

If such circumstances continue for a continuous period of more than 28 days, either party may terminate this agreement by written notice to the other party.

14. Severance

If any provision of this agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

15. Notices

Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the most recent email address, fax number or address notified to the other party, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served 2 days following the date of posting.

16. Governing law

This agreement shall be governed by and construed in accordance with the law of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

