

CADNET SOLUTION LIMITED TERMS AND CONDITIONS (SUPPORT AND INSTALLATION)

This is a Programme Module as agreed between CADNET Solutions Limited ("CADNET") and the Customer. This CADNET Support Programme Module describes the specific terms by which the Customer may purchase CADNET support and installation services from CADNET and how CADNET delivers CADNET support services to the Customer.

1 CUSTOMER REQUIREMENTS:

1.1 SUPPORT REQUESTS:

Customer may designate up to three of its employees as 'Contacts' during the period of this Agreement. Only Contacts may initiate support requests. Each Contact must possess or, at Customer's expense, acquire the necessary expertise and training (as from time to time defined by CADNET) to diagnose and resolve system software malfunctions with direction by CADNET. Once a support request is initiated concerning a particular fault, further request to initiate support for the same fault will be disregarded.

1.2 CUSTOMERS DUTIES:

Customer or appointed agent will perform routine system preventative maintenance and cleaning. Prior to requesting support from CADNET, Customer must comply with all published operating and troubleshooting procedures for the systems.

If such efforts are unsuccessful in eliminating the malfunction, Customer will then promptly notify CADNET of the malfunction.

It is the responsibility of the Customer to establish, test and maintain a procedure for reconstruction of lost or altered files, data, or programs.

Customer must provide CADNET support personnel with:

- (1) reasonable and safe access to systems;
- (2) adequate working space and facilities at the installation site necessary to service systems;
- (3) access to personnel required to make Information Technology decisions;
- (4) clear instructions (in writing) of any requested changes to IT systems, and
- (5) Co-operation in maintaining a site activity log.

Customer acknowledges that the examination, replacement, and handling of hardware components can be hazardous. Support tasks should only be performed by qualified service personnel with the appropriate technical training and experience to recognise these hazards (e.g., electrostatic discharge) and who observe all protection procedures and precautions. Customer agrees to use qualified service personnel and to employ adequate safety precautions in the performance of its obligations hereunder.

Customer agrees to apply effective procedures for data backup and effective protection for virus or other threats.

No liability is accepted by CADNET for financial loss, destruction or corruption of data/data media, or any consequential loss arising therefrom. Data protection and backup is the sole responsibility of the Customer.

1.3 DISCLOSURE OF KNOWN ISSUES:

The Customer agrees to fully disclose any known issues with equipment, environment and/or systems before this programme comes into effect. Subsequent disclosure of any relevant issues to CADNET may require that CADNET inspect and recertify the systems at CADNET's then current published time and materials rates as a condition of continued support of the systems hereunder.

1.4 MOVEMENTS OF COVERED SYSTEMS:

All services will be delivered at the installation sites indicated on the Schedule referencing this Programme Module. To facilitate continued support, the Customer must give CADNET at least thirty (30) days notice, prior to any movement of systems, specifying the new installation site. Support of systems moved by the Customer to a new installation site is subject to local availability and may be subject to additional fees. If requested by the Customer, CADNET may supervise any movement of systems at CADNET's then current published time and materials rates. If CADNET does not supervise the movement of systems, it may require that it inspect and recertify the systems at CADNET's then current time and materials rates as a condition of continued support of the systems hereunder.

1.5 REMOTE SUPPORT REQUIREMENTS:

To obtain Remote Dial-In services, the Customer must provide an appropriate 'gateway', as reasonably specified by CADNET. The Customer gives CADNET permission to remotely access the Customer's systems, in the event



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that the Customer receives Remote Dial-In Services. The Customer will be responsible for all out bound telecommunications charges related to the Remote Dial-In Services. If Remote Dial-In Services are not permitted or facilitated by the Customer and, as a consequence, CADNET is required to undertake on-site inspection of the systems, additional charges may be assessed.

2 **ADDITIONAL SYSTEMS:**

The Customer may add systems to a Schedule at CADNET's then current per system fee, at any time upon notice to CADNET, subject to the rights of CADNET set forth below in INSPECTIONS. Coverage is coterminous with the terms of that Schedule.

3 **INSPECTIONS:**

Systems are subject to inspection and acceptance by CADNET prior to the commencement of support and any resulting costs for required repairs or updates will be charged to Customer at CADNET's current time and material rates.

4 **EXCLUSIONS:**

CADNET's obligation to provide support services under this Programme Module is contingent upon proper use and care of systems. CADNET has no obligation to provide support under this Programme Module, should such support be required because of:

- a) Improper use, abuse, accident, or neglect;
- b) Causes external to the system, such as failure to maintain environmental conditions within the operating range specified by the manufacturer of the systems, force majeure.;
- c) Attachment of the system to equipment, software, or other items which are not identified in the Schedule;
- d) Relocations or attempts to relocate systems or parts of systems not supervised by CADNET, or a failure to maintain systems at CADNET-specified minimum configuration or release level. Any support delivered by CADNET as a result of such events will be invoiced separately and paid at CADNET's then current published time and materials rates. Operating supplies and accessories, such as magnetic tapes and anti-glare coatings on video display monitors, and unsupported options are not covered by this Programme Module. CADNET will have no obligation to provide support under this Programme Module if Customer fails to meet its financial obligations regarding this contract.
- e) Alterations, modifications, or attempts to repair systems not authorised in writing by CADNET.

5 **FORCE MAJEURE:**

A party is not liable under An Agreement for non-performance caused by events or conditions beyond that party's control including but not limited to acts of God, fire, explosion, vandalism, storm, strikes, labour disputes, wars, national emergencies, lockout, work stoppages, or other labour difficulties, supplier failures, breaches or delays, failures and down times of utilities, telecommunications equipment, servers or computer down times if the party makes reasonable efforts to perform. This provision does not relieve the Customer of its obligation to make payments then owing.

6 **Payment Terms**

Customer agrees to pay any fees listed on a Schedule within 7 days from the date of invoice. CADNET may discontinue the delivery of services upon 1 days' notice to Customer if payment has not been received. Fees are exclusive of VAT or any other tax unless otherwise stated. Interest will accrue from the date on which payment is due at the lesser of 15% per annum or the maximum rate permitted by applicable law. Customer agrees to pay for discounts extended to Customer which are based on volume or term of service and which are not earned by Customer.

7 **Waiver or Delay**

Any express waiver or failure to exercise promptly any right under an Agreement will not create a continuing waiver or any expectation of non-enforcement.

8 **Governing Law**

The laws of England will govern any action related to this Agreement and the parties hereby submit to the exclusive jurisdiction of the English courts.

9 **LEVELS OF SUPPORT:**

The following services are provided for systems on a client specific Schedule that designates the level of support,



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subject to payment of the minimum applicable fee for such support level. Not all of the features detailed here are included in all service levels. Relevant areas are noted in your schedule of cover.

9.1.1 TELEPHONE ASSISTANCE:

Assistance for all items covered by this agreement is available between 9:00 A.M. and 5:00 P.M. (CADNET's local business hours), Monday to Friday, excluding Public holidays and declared exclusion days ("Telephone Assistance Hours"). When a Contact calls for assistance, CADNET will call back within 4 Telephone Assistance Hours.

9.1.2 HARDWARE FAULTS:

Replacement costs of faulty hardware components that are not covered at the purchased service level will be replaced, subject to availability, at costs as indicated by CADNET's current materials prices.

Replacement costs of faulty hardware components that are covered at the purchase service level will be replaced, subject to availability, at no cost to the Customer, with parts as indicated in the Schedule unless the reason for replacement is excluded by the module.

External peripherals and laptops are covered by manufacturers' warranties only.

9.1.3 SOFTWARE FAULTS:

Software maintenance covers only Operating Systems (Microsoft Windows 95, Microsoft Windows 98, Microsoft Windows NT 4.0). Maintenance of additional software systems may be provided at the discretion of the On-Site Engineer and are chargeable at CADNET's current prices.

9.1.4 ON-SITE ASSISTANCE:

On-Site Hardware Assistance is available between 9.00 A.M. and 5.00 P.M., Monday to Friday (CADNET's local business hours), excluding Public Holidays and declared exclusion days at a target response time of 1 working day ("On-Site Hours") within a range of 25 miles from the Appropriate Engineer's Base of Operations.

On-Site Hardware Assistance outside On-Site Hours may be charged at CADNET's current time and materials rates.

In the case that due to misinformation by the Contact a site visit is attended by CADNET support personnel when the situation could have been resolved by Telephone Assistance, the site visit may be charged at CADNET's current time and materials rates.

Alternatively a replacement part may be delivered to the installation site within 3 business days. Customers must have the malfunctioning part ready for immediate exchange with CADNET's courier.

9.1.5 SOFTWARE LICENCE:

All covered systems must be appropriately licensed, as defined by the license terms of issuing manufacturer. CADNET reserves the right to withdraw Maintenance Assistance for any System which cannot be proved to have correct licensing. Fulfilment of licensing agreements is the sole responsibility of the Customer.

9.1.6 REPLACEMENT LOAN SYSTEM:

If required, CADNET can provide a Computer System for the use of the Customer while the Customers System has to be taken Off-Site for repairs. The specification of the replacement machine will be at the discretion of CADNET, but appropriate for the intended use. Any misuse or damage of the replacement machine will be subject to repair fees at CADNET's published charges and/or additional fees.

9.1.7 REMOTE ACCESS DIAGNOSTICS:

With respect to the remote examination and diagnosis of systems through the Customers provided gateway the Customer gives CADNET ongoing permission to access the supported system, strictly for the purpose of fulfilling CADNET's support responsibilities. Customer agrees to dedicate a telephone line for this purpose and will be solely responsible for its costs. CADNET reserves the right to limit the use and availability of this feature.

9.1.8 REMOTE ACCESS ADMINISTRATION:

For provision of standard Windows NT administration tasks including User Management, File Management and Device Management through the Customers provided gateway, the Customer gives CADNET ongoing permission to access the supported system, strictly for the purpose of fulfilling CADNET's support responsibilities. The



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CADNET reserves the right to limit the use and availability of this feature.