

# General Support Services

## Terms & Conditions

### 1. Interpretation

In this Agreement the following words and phrases shall have the following meanings

ADT.	ADT Systems Limited.
The Customer.	The Person placing an order.
Ad Hoc Service.	Services provided which are not included within the definition of the service agreement.
Call.	Any communication recorded by ADT that registers a fault condition in respect of the Equipment.
Charges.	The sum payable by the Customer to ADT for the Services, as set out in any Schedule(s).
Confidential - Information.	Any trade secrets or confidential or proprietary information of either party, including this Agreement but excluding any information: (a) in the public domain otherwise than by a breach of this Agreement; (b) which, when disclosed, was already known to the recipient; (c) that the other party develops independently of or to any information that is disclosed to it under the provisions of this Agreement; or (d) which is subsequently disclosed to the recipient by a third party at liberty to disclose it.
Contract.	The Services to be supplied by ADT in accordance with the terms of this Agreement and in respect of specific Equipment as described in a Schedule. More than one Contract can be covered by this Agreement.
Equipment.	All or part of the hardware and/or Supported Software as listed on the Schedule.
Initial Term.	The period of time after the Start Date for which a fixed charge rate has been agreed.
Order.	A written request for the supply of the Services, including the acceptance of a ADT quotation, an instruction to proceed or any other written confirmation from the Customer.
Personnel.	Any director, employee, agents, advisor and/or sub-contractor of either party;
Schedule.	List provided by ADT, specific to a Contract, detailing the Equipment for which the Service is to be delivered, the Charges and the Service Type(s) provided.
Service.	The support of Equipment, and related services provided by ADT to the extent defined in the Service Level Agreement.
SLA.	Service Level Agreement. The agreed levels to which the Service Type will be delivered by ADT.
Service Type.	The type, level, and where applicable, the frequency of the Service as listed in the Schedule.
Start Date.	The date from which ADT will make available the Service.
Software.	Software developed and licensed by a third party, for which ADT have agreed to provide support, as detailed in the Schedule.

### 2. General

- 2.1 The terms of this Agreement shall prevail over the terms and conditions of any Order.
- 2.2 Clause headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 2.3 Words of a technical nature used in this Agreement shall be construed in accordance with general trade use in the computer industry in England.

### 3. Service Responsibilities

- 3.1 Subject to clause 4 ADT shall provide the Service and use all reasonable endeavours to keep the Equipment in good working order and in accordance with the functionality and features in accordance with the specifications of the manufacturer(s) of such Equipment by the making of adjustments and repairs and/or the replacement of parts as may seem appropriate to ADT in the circumstances of each case.
- 3.2 ADT may repair the Equipment away from the installation address where it considers it necessary to do so, in which case it will complete the repair as soon as practicable. ADT may lend the Customer a temporary replacement unit (as nearly compatible as may be available) during that repair. Units loaned to the Customer will not become its property and the Customer shall be liable for any loss or damage, however caused, to that unit.
- 3.3 ADT may provide a permanent replacement part, either new or refurbished, instead of repairing the defective part, and in that case on exchange that part becomes the property of the Customer, and the faulty part replaced becomes the property of ADT.
- 3.4 ADT will respond to valid Calls logged by the Customer and shall provide the Service during the hours of 9.00 a.m. to 5.00 p.m., Monday to Friday (except public holidays), unless otherwise defined by the specified Service Type.
- 3.5 The level of Service shall be as defined by the specified Service Types.
- 3.6 The Service provided is limited to reinstatement of the Equipment to the working condition prior to the fault occurrence, including re-loading the Customer's operating system (if included in the Schedule) to the manufacturer's default basic build condition.
- 3.7 ADT will make use of new releases of Supported Software to rectify known problems where this is permitted under the software licence agreement.
- 3.8 If the Customer requests the supply of Services outside ADT's normal working hours without prior agreement ADT shall use all reasonable endeavours to comply with the request but may charge the Customer for such supply as an Ad-Hoc Service.
- 3.9 ADT may withdraw Services and/or Equipment from a Schedule at any time after the initial term on 30 days prior written notice if in ADT's reasonable opinion such Services and/or Equipment can not be maintained at the price quoted, including where information provided by the Customer is misleading.

### 4. Service Exclusions

- 4.1 The service is contingent upon the Customer's proper use of all Equipment and does not cover Equipment which has been modified without ADT's approval or which has been subjected to unusual physical or electrical stress.
- 4.2 ADT shall be under no obligation to provide the Service:-
  - 4.2.1 if adjustment, repair or parts replacement is required because of accident, neglect, operator error, misuse, failure of or change in electrical power, air conditioning, humidity control, failure of storage media, transportation, or other causes other than ordinary use or wear and tear;
  - 4.2.2 if the Equipment is serviced, amended or adjusted, or if attempts to repair or service the Equipment are made other than by ADT's approved personnel or without the prior approval of ADT;
  - 4.2.3 if the Equipment is removed from its location of initial installation and/or re-installed without prior notification to ADT;
  - 4.2.4 if a licensor withdraws support for the Supported Software (in its entirety, or in the version licensed to the Customer). ADT will however provide a "best endeavours" service for such Supported Software during the Initial Term and in respect of problems where known solutions exist;
  - 4.2.5 Where the Service includes remote support, prevention of communication with the Equipment caused by the failure of a third party telecommunications facility;
  - 4.2.6 If the item reported as faulty does not appear listed in the Schedule;
  - 4.2.7 If the Equipment was, in ADT's reasonable opinion, operating in an unstable manner prior to the commencement of the service; and
  - 4.2.8 If the Equipment is subject to a failure for which the manufacturer/design authority has no known solution.
- 4.2.9 The service does not include-
  - 4.2.9 consumable supplies or accessories such as magnetic media, batteries, print heads, toner cartridges, ink, paper, and any other items identified as consumable by the Equipment manufacturer, unless listed in the Schedule;
  - 4.2.10 electrical work external to the Equipment or maintenance of accessories, alterations, attachments or other equipment not identified on the Schedule to be maintained;
  - 4.2.11 work or parts required to put right damage described in clause 4.2.1;
  - 4.2.12 any patching or fixing of operating systems or applications software of any sort, unless an appropriate Service Type is included in the Schedule;
  - 4.2.13 failures due to manufacture or design defects over which ADT has no control;

- 4.2.14 Work where the configuration of the Equipment has been changed or additional hardware has been added to the Equipment without ADT's knowledge, unless an appropriate Service Type is included in the Schedule;
- 4.2.15 preventative maintenance, except as set out in clause 5.1
- 4.2.16 refurbishment or repair of casings or outer surfaces;
- 4.2.17 replacement of Cathode Ray Tubes (CRTs), flat screen displays, printer fuser units, and tape drive faults caused by tape jamming in the mechanism;
- 4.2.18 supported Software if not the version number listed in the Schedule (as amended by the supply of the Services);
- 4.2.19 supported Software if the Customer does not hold a valid licence for its use;
- 4.2.20 supported Software if the hardware and/or operating system version are not those approved by the software manufacturer for the version of Supported software in use.
- 4.2.21 training of Customer's Personnel in the use of the Supported Software;
- 4.2.22 integration of the Supported Software with other software, or alteration to meet changes in the Customer's requirements;
- 4.2.23 failure caused by unsupported hardware or software;
- 4.2.24 the reinstatement of customised versions of the standard desktop/operating system or the reinstatement of the Customer's application software and data files other than for Supported Software;
- 4.2.25 calls which result in a "no fault found" report.
- 4.2.26 under no circumstances will ADT be liable for loss or corruption of data or programs stored howsoever caused.
- 4.3 ADT shall give the Customer written notice if, in its reasonable opinion, the Equipment is identified as "end of life", becomes irreparable or spare parts become unavailable, or the fault rate is so high and/or its condition is such that a complete overhaul or replacement is necessary. If the Customer declines to have the Equipment overhauled or replaced at its expense within thirty days of such notification, ADT may exclude the said Equipment from this Agreement on written notice. Where such notice is given, ADT will refund any Charges actually paid by the Customer for Service relating to such Equipment from the end of the notice period and will remove any loan equipment relating to the said Equipment from the end of the notice period.
- 5. Confidence Check**
- 5.1 ADT may carry out a confidence check, being the provision of maintenance of a minor nature which, in ADT's opinion, is necessary from time to time to keep the Equipment in reasonable operating condition.
- 5.2 Confidence checks will be performed at agreed times within ADT's normal working hours at an interval deemed necessary by ADT and in any event shall be limited to a maximum of one site visit in any 12 month period.
- 5.3 Confidence checks do not normally include major repair or replacement but may be carried out as part of a major repair or replacement.
- 6. Responsibilities of the Customer**
- 6.1 The Customer shall –
- 6.1.1 Notify ADT immediately upon Equipment failure and shall allow ADT full and free access to the Equipment and use of necessary machines and devices in the Customer's possession.
- 6.1.2 Be solely responsible for ensuring it keeps adequate back-up copies of its operating system software, application software and data files for the purpose of on-site software rebuilding, together with user documentation as supplied by the software manufacturers. This software should normally be contained on removable media, shall be stored within reasonable proximity to the corresponding Equipment and shall be made available for use by ADT's Representative if required. ADT is not obliged to replace or rectify the Customer's data files, which have been lost or corrupted for any reason;
- 6.1.3 Ensure that properly trained staff operate the Equipment, in accordance with best computing practice;
- 6.1.4 Ensure that relevant trained and experienced staff are available in a timely manner to provide ADT's Personnel with any information necessary to diagnose and/or remedy faults in third party hardware and/or software;
- 6.1.5 Notify ADT in writing of a change in location of the Equipment. ADT will supervise such moves at the Customer's request supervise as an Ad Hoc Service. Service obligations shall be suspended whilst the move is carried out and reinstated following re-installation provided that the Equipment has not been damaged during the move and that it has been re-installed correctly;
- 6.1.6 Notify ADT of any changes to the Equipment list as they happen, and regularly check the validity of such lists.
- 6.1.7 Provide ADT with remote access to the Equipment where a remote access option has been purchased. If remote connectivity requires a modem, ADT must approve the type of modem provided for this purpose;
- 6.1.8 Keep a log or a record of faults, symptoms and the like, and make such log available to ADT's Personnel on request;
- 6.1.9 Ensure that the external surfaces of the Equipment are kept clean and in good condition and shall carry out any minor maintenance and safety changes as defined in the manufacturers user instructions from time to time;
- 6.2 The Customer is responsible for the adoption of appropriate security measures to protect the Supported Software and related data from damage caused by viruses or other harmful code, or access to the Equipment by unauthorised persons.
- 6.3 The Customer shall indemnify and hold harmless ADT from and against any claim for loss, damage or injury to any person or property occasioned by or arising from negligence or misuse of the Equipment or any unauthorised addition, adjustment, modification, alteration, maintenance, repair or other work thereto.
- 6.4 The Customer must provide free, safe and sufficient access to Customers facilities, ample working space, electricity, high speed internet access and a local telephone line.
- 7. Confidentiality**
- 7.1 Except as expressly provided in this Agreement and subject to clause 7.3, neither party may use or disclose the other party's confidential information.
- 7.2 Without limiting the generality of clause 7.1, either party may use the other party's Confidential Information solely in the performance of its obligations or rights provided under the terms of this Agreement.
- 7.3 Either party ("Recipient") may disclose the Confidential Information of the other ("Disclosing Party"):
- 7.3.1 when required to do so by law or any regulatory authority, provided that, where practicable and lawful, the Recipient: (a) promptly notifies the Disclosing Party of such a requirement; and (b) co-operates with the Disclosing Party regarding the manner, scope or timing of such disclosure or any action that the Disclosing Party may take to challenge the validity of any such requirement; and
- 7.3.2 To its Personnel or any other person whose duties reasonably require such disclosure, on condition the Recipient ensures that each such person to whom such disclosure is made: (a) is informed of the obligations of confidentiality under this Agreement; and (b) complies with those obligations as if they were bound by them.
- 7.4 Notwithstanding the provisions of this clause 7 ADT (or any member of its group of companies) may use the Customer's name for any reasonable marketing purposes, including use in client accounting reports, lists, newsletters, product, compact disks, websites and company brochures and press announcements.
- 7.5 Customer acknowledges and agrees that (1) ADT may access any information (including personal data) contained in Customer's IT environment in connection with the performance of the Services, and Customer also may provide information (including personal information) to ADT by telephone or otherwise; (2) Customer is authorised by law or otherwise to disclose the information to ADT.
- 7.6 ADT will handle personal data that Customer may disclose, or that ADT may access, in connection with the performance of the Services in accordance with ADT's privacy policy, available at [www.ADT.co.uk/privacy](http://www.ADT.co.uk/privacy).
- 8. Term & Termination**
- 8.1 Subject to earlier termination, this Agreement shall have effect from the Start Date and continue until at least the end of the Initial Term. Thereafter, this Agreement shall remain in force unless either party gives written notice of not less than 90 days to the other, ending this Agreement with effect from the end of the notice period.
- 8.2 Either party ("Terminating Party") may terminate this Agreement immediately by written notice if:
- 8.2.1 The other commits any material breach of this Agreement which, if capable of remedy, is not remedied within thirty days of the Terminating Party providing the other with written notice specifying the breach and requiring its remedy; or

- 8.2.2 A resolution is passed or an order is made for the winding up of the other (save for the purpose of a bona fide reconstruction or amalgamation), the other becomes subject to an administration order, a receiver or administrative receiver is appointed over the other's property or assets, the other is insolvent or would be taken as insolvent under section 123 Insolvency Act 1986 (save that reference to "£750" shall be replaced by "£10,000"), the other is dissolved or otherwise threatens or ceases to carry on business.
- 8.3 On termination of this Agreement for any reason each party shall:
- 8.3.1 Return or delete any of the other's Confidential Information; and
- 8.3.2 Provide the other with a written notice, signed and completed by its duly authorised representative, to certify compliance with clause 8.3.1.
- 8.4 If the Customer terminates the Agreement prior to the end of the Initial Term, ADT may demand and receive from the Customer an early termination charge equivalent to the value of the remaining period of the original term of the agreement.
- 8.5 Where software support incidents are purchased in bulk, no refund is available for unused calls on termination of the Agreement.
- 9. Charges & Payment**
- 9.1 The Customer shall pay ADT's invoices for the Charges set out in any Schedule (and otherwise at ADT's current list prices) within 30 days of the date of the invoice without any set-off, reduction or withholding any sum for any other reason.
- 9.2 All Charges are exclusive of VAT and any other relevant taxes, which will be added at the prevailing rate.
- 9.3 The Charges will remain fixed during the Initial Term. Thereafter, ADT may increase the Charges on 90 days' written notice.
- 9.4 Payments for the Service must be received in advance of the Service period to which they relate. This applies to all payments, with the exceptions of the first payment and payments for changes for amendments to an existing Contract. Time for payment shall be of the essence.
- 9.5 Without prejudice to clause 9.4, if any payment is overdue, ADT may charge the Customer interest in respect of any amount overdue at the rate of 4% per annum over Lloyds TSB Bank plc base rate from the due date until the date of payment. Any such interest shall accrue on a daily basis both before and after judgment.
- 9.6 Without prejudice to clause 9.4 or 9.5, ADT may suspend the supply of the Services if any payment is overdue or if the Customer is in default of any other obligation until any such non-payment or default is rectified.
- 9.7 Where Service charges apply from a date which is not the annual renewal date, because a new item is added to or removed from the Schedule, or an existing price alters, then ADT shall apply such price change pro-rata from the date of the change to the date of the end of any un-expired contract period, usually to the next anniversary of the Start Date.
- 9.8 ADT may vary the Charges to recover any quantity price discount if the Customer alters the quantity of items of Equipment supported such that the resultant Contract value is less than 85% of the Contract value at the Start Date. Changes to the quantity of supported Equipment shall apply 90 days after ADT receives written notice from the Customer of such changes.
- 9.9 Where the Customer terminates this Agreement pursuant to clause 8.1, any repayments or arrears shall be calculated pro-rata up to the date of actual termination.
- 9.10 If The Customer requests, and ADT agrees, to supply Ad-Hoc Services or a Service which in its reasonable opinion falls outside the scope of clause 3 above, or within the scope of clause 4, ADT shall be entitled to charge for such services at its Ad Hoc Service rates then in effect. Invoices for this work will be raised after completion of this work, and the Customer shall pay such invoices within thirty (30) days of the date of the invoice.
- 9.11 Unless the Equipment was installed by ADT and the Service is to start from the time of installation, ADT reserves the right to inspect Equipment at the Customer's premises and charge the Customer at ADT's applicable Ad Hoc Service rate for any work required to reinstate the Equipment to full working order in accordance with the manufacturer's instructions before providing the Service on that Equipment.
- 9.12 The Customer is responsible for the cost of upgrading the Supported Software where a new version is required during the currency of this agreement unless such upgrades are specifically included in the Service Type(s) specified.
- 9.13 Where a remote service is included, the Customer is responsible for the provision and costs of a suitable dial-in modem and telephone connection to the equipment running the Supported Software.
- 9.14 With respect to the Pre Pay agreement, all costs other than technician labour time and call out charges and as stated in service exclusions.
- 9.15 With respect to the Premier agreement, costs for replacement parts in excess of the agreed value within the schedule and as stated in service exclusions.
- 10. Warranties**
- 10.1 ADT warrants and represents that it is entitled to enter into and perform the Services on the terms of this Agreement.
- 10.2 The warranty set out in clause 10.1 is in lieu of all other warranties, express or implied, of satisfactory quality and fitness for a particular purpose. No oral or written communications by or on behalf of ADT shall create a warranty or in any way increase the scope of the warranties given by ADT.
- 10.3 The Customer warrants and represents that the use by ADT of any materials or equipment supplied by the Customer for use by ADT in the provision of the Service, will not infringe the Intellectual Property Rights of any third party.
- 11. Limitation of Liability**
- 11.1 Nothing in this agreement shall exclude or limit either party's liability for:
- 11.1.1 Fraud or fraudulent misrepresentation on the part of such party or its Personnel;
- 11.1.2 Personal injury or death caused by the negligence of either party or its Personnel;
- 11.1.3 Any warranty as to title or quiet possession implied by statute.
- 11.2 ADT shall have no liability to the Customer arising out of any act or omission of any third party telecommunication provider, or fault or failure of their equipment.
- 11.3 ADT's entire liability in respect of any claim shall be limited to the extent that its aggregate liability in respect of all causes of action arising out or in connection with this Agreement or its subject matter (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all), shall be limited to the repayment of the Charges actually paid by the Customer to ADT during any twelve (12) month period considered retrospectively from the date any cause of action arose.
- 11.4 ADT shall not be liable for any claim arising under this Agreement unless it has received written notice of the claim within six months of the Customer becoming aware of the circumstances giving rise to the claim or, if earlier, six months from the date the Customer ought reasonably to have become aware of the circumstances.
- 11.5 Neither party shall be liable to the other for-
- 11.5.1 Any indirect or consequential loss or damage at all; or
- 11.5.2 Loss of business, capital, profit, anticipated savings, reputation or goodwill, arising out of or in connection with this Agreement or its subject matter.
- 11.6 Without prejudice to clause 11.1 – 11.5 (inclusive), ADT shall not be liable to the Customer (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all) for any loss or corruption of data arising out of the Customer's failure to maintain adequate back-up copies of any such data, having regard to the nature of the data and the risk and expense to be incurred arising out of the loss or corruption of any such data.
- 11.7 Neither party shall, during the term of this Agreement and for a period of six (6) Months after the date this Agreement ends howsoever caused, whether by its own actions or those of its agents, directly solicit or entice away or endeavour to solicit or entice away from the other party any employee of the other party.
- 11.8 Each party acknowledges that a breach by it of the provisions of clause 11.7 will require the expenditure of time and expense by the other party in replacing any such employee for which the other is entitled to recover, as liquidated damages, an amount equal to the gross basic annual salary, as at the time of the breach, of the employee concerned. This provision shall be without prejudice to the other party's right to seek injunctive relief.
- 12. Movement of Equipment**
- 12.1 Equipment serviced by ADT moved or relocated to any area within the U.K. or outside the U.K. may in ADT's discretion be eligible for continued service in accordance with ADT's rates and terms then in effect at that location. The Customer is responsible for movement and all charges therefore.
- 13. Data Protection**
- 13.1 Each party shall ensure that in the performance of its obligations under this Agreement it will at all times comply with the Data Protection Act 1998.

- 13.2 ADT acknowledges that if it is required to process the Customer's personal data (as the term 'personal data' is defined in section 1(1) of the Data Protection Act 1998) in the course of providing the Services it shall do so only on the instructions of the Customer and that it shall maintain in place, having regard to the state of technological development and the cost of implementation, all appropriate and reasonable measures, procedures and policies to protect the security and integrity of any such personal data.
- 13.3 The Customer acknowledges that any data transmitted over the Internet cannot be guaranteed to be free from the risk of interception even if transmitted in encrypted form and that ADT has no liability for the loss, corruption or interception of any such data.
- 14. General**
- 14.1 **Force Majeure:** ADT shall not be liable to the Customer for any delay in, or failure of, the performance of its obligations under this Agreement arising from any cause beyond its reasonable control. If so affected ADT shall: (a) as soon as practicable, send to the Customer a written notice setting out the circumstances of the event and its anticipated effect; and (b) use all reasonable endeavours to minimise the effect of any such circumstances. If any delay or stoppage arising out of an event of Force Majeure continues for a continuous period of ninety (90) days, the Customer may terminate this Agreement on giving thirty (30) days written notice to ADT. and ADT shall not be liable to the Customer for such termination.
- 14.2 **Assignment:** ADT may assign, sub-contract or otherwise transfer the benefit of, and/or its obligations under, this Agreement to any person at any time. The Customer acknowledges that this Agreement is personal to it. Accordingly, the Customer may not assign or in any other way make over to any third party, whether in whole or in part, the benefit of, and/or its obligations under, this Agreement without the prior written authority of ADT and on such terms as ADT may reasonably require.
- 14.3 **Health and Safety:** The Customer shall take all reasonable precautions to ensure the health and safety of ADT's personnel.
- 14.4 **Notices:** Notices under this Agreement shall be in writing. Notices may be delivered to the other party by hand or sent by first class mail or facsimile transmission at the address or facsimile number notified for such purposes. Correctly addressed notices shall be deemed to be delivered: (a) if delivered by hand, on the day of delivery if delivered before 16:00 hours of any Working Day and otherwise the next Working Day; (b) if sent by first class mail, two Working Days after posting; and (c) if sent by facsimile transmission, on the day of transmission if sent before 16:00 hours of any Working Day and otherwise the next Working Day.
- 14.5 **Exclusion of other terms:** This Agreement sets out the entire agreement and understanding between the parties. In particular, but without limitation to the generality of the foregoing, the Customer warrants and represents that in accepting this Agreement it has not relied upon any statement of fact or opinion made by ADT or its Personnel which has not been included expressly in this Agreement. Further, the Customer irrevocably and unconditionally waives any right it may have: (a) to rescind any agreement resulting from its acceptance of this Agreement by virtue of any misrepresentation; (b) to claim damages for any misrepresentation whether or not contained in this Agreement; or (c) to claim damages for breach of any warranty or condition not contained in this Agreement. Nothing in this clause 14.5 shall affect the liability of either party in respect of any misrepresentation, warranty or condition that it makes fraudulently.
- 14.6 **Waiver:** Failure by either party to exercise or enforce any rights, or the giving of any forbearance, delay or indulgence, will not be construed as a waiver of its rights under this Agreement or otherwise.
- 14.7 **Variation:** This Agreement may not be amended, modified, varied or supplemented except in writing signed by or on behalf of both parties.
- 14.8 **Severance:** If any provision of this agreement is or becomes invalid or unenforceable it will be severed from the rest of this agreement so that it is ineffective to the extent that it is invalid or unenforceable and no other provision of this agreement shall be invalid, enforceable or be otherwise effected.
- 14.9 **Survival:** The parties obligations under clauses 7, 8.4, 9, 14.5, 14.6, 14.8, 14.11 and 14.12 shall survive the ending of this Agreement for any reason.
- 14.10 **Relationship:** Nothing in this Agreement shall make either party, the agent or partner of the other, or give either party the power to bind the other.
- 14.11 **Third party rights:** Nothing in this Agreement shall confer on any third party any right or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999. This clause 14.11 does not affect any right or remedy of any party to this Agreement or to any other person which exists or is available otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 14.12 **Jurisdiction:** This Agreement shall be governed by English law. The parties hereby submit to the non-exclusive jurisdiction of the English Courts.
- 14.13 **Counterparts:** This Agreement may be entered into in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed and delivered at least one counterpart to the other. Each counterpart, when executed and delivered, shall constitute an original, but all counterparts shall together constitute one and the same instrument.
- 15. Authorisation to Represent Customer.**  
From time to time it may be necessary for ADT to contact Customer's hardware, utility or service providers ("Provider(s)", e.g., computer hardware manufacturers or internet service providers) on behalf of and as a representative of Customer in connection with this Service. The Customer authorises ADT or its designated agent to act on the Customer's behalf in this capacity. Additionally, the Customer authorises the release of any information from Providers to ADT. Customer further agrees to indemnify and hold ADT harmless from any and all damages, costs and expenses (including legal fees and costs of court or settlement) arising out of or in connection with any claim by Provider related to ADT acts in its capacity as a representative of Customer, regardless of the form of action.
- 16. Loss of Data & System Downtime.**  
Customer understands and agrees that the Services, including installation or repair of components to any system, may cause data or software programs in your environment to be damaged, destroyed or lost, whether it is a direct result or indirect result of any work performed on any systems within the environment during or after the Services are completed. Customer also understands and agrees that Customer is responsible for backing up all data and software programs in any system before any work is set to commence and that ADT IS NOT RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM(S) OR NETWORK arising out of the services or support or any act or omission, including negligence, by ADT or a third party service provider.
- 17. Authorisation to Maintain & Access Customer Devices.**  
By purchasing the Services, Customer acknowledges that ADT will access, connect to and manage Supported Devices via remote technologies (except where prohibited by law). In connection with this Service, ADT may perform remote management activities without first contacting Customer. These activities include, but are not limited to:
- 17.1.1 Updating or changing software drivers;
  - 17.1.2 Installing and applying software patches;
  - 17.1.3 Rebooting devices within maintenance windows;
  - 17.1.4 Deleting temporary files & clearing caches;
  - 17.1.5 Starting or restarting application services;
  - 17.1.6 Staging and executing scripts for automated maintenance routines;
  - 17.1.7 Network performance tuning;
  - 17.1.8 Transfer data associated with routine system tuning and upkeep between systems within a Customer's network; and
  - 17.1.9 Identify, collect, and report on detailed data for devices on a network.
- Notwithstanding the above, Customer is responsible for notifying ADT of a restriction of remote access, connections, or management activities to any supported device..
- 18. Third Party Warranties.**  
18.0 This service/s may Require ADT to access devices or software that are covered by manufacturer warranty. Some warranties may become void if ADT or anyone else other than the manufacturer services these devices or software. It is the Customers responsibility to ensure that ADT's performance of services will not affect such warranties or, if it does that the effect will be acceptable to the Customer. ADT IS NOT RESPONSIBLE FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE ADT SERVICES MAY HAVE ON THOSE WARRANTIES.
- 19. Commercially Reasonable Limits to Scope of Services.**

ADT may determine that a support issue is beyond the scope of this Service, in which case ADT may refer Customer to an alternative resource or at Customer's discretion to a third-party for resolution. In such case, additional costs may apply.

**20. Description of Services.**

- 20.1 **Pre Pay Agreement:**  
This agreement is for advance purchase of technical support time which affords cover for on-demand, help desk and on-site attendance or as shown in the agreement schedule. Time may be utilised as and when required for IT hardware and software issues as shown in the schedule. The premium paid includes labour and call out charges until time purchased is fully utilised or the agreement expires. The agreement may be subject to a minimum time deduction for work undertaken which will be defined within the schedule. Where the balance of time purchased falls to 1 hour or less an automatic renewal of additional time will be made at the same rate and balance as the previous purchase unless otherwise advised in writing.
- 20.2 **Premier Agreement:**  
This agreement provides unlimited incidents, on-demand telephone, help desk and on-site technical support for the duration of the contract term. Cover is extended for all IT equipment and/or software enumerated within the contract schedule and includes all labour and replacement parts to the value of the agreed contract limit (£0.00 unless otherwise stated).
- 20.3 **Premier HD Agreement:**  
This agreement provides unlimited incidents, help desk support only, service is restricted to telephone and remote access support only with a maximum time limit of 8 hours per incident.
- 20.4 **Remote Monitor Option:**  
24/7 monitoring of network servers or critical hardware to ascertain current performance status with report notification by email of any incidents or where covered by an applicable support agreement automatic assignment of a technician to resolve issue.
- 20.5 **Server Management:**  
To provide regular scheduled visits to carry out administration tasks on the network server or servers the frequency of which will be determined by the size and complexity of the system. Tasks undertaken include backup and restore checks, AV updates, operating system updates etc.
- 20.6 **Network Management Option:**  
Combined with the Remote Monitoring and Server Management options to monitor and manage appropriate network devices.
- 20.7 **PremierPLUS Agreement – Managed Services:**  
This agreement option provides unlimited incidents, on-demand telephone, remote and on-site technical support for the duration of the contract term. Cover is extended for all IT equipment and/or software enumerated within the contract schedule and includes all labour and replacement parts to the value of the agreed contract limit (£0.00 unless otherwise stated). In addition, monitoring and tracking of the network infrastructure is undertaken with pro active and reactive responses to identified issues. (Services are as Premier Agreement, Remote Monitoring, Network Management Option).
- 20.8 **Disaster Recovery - Server Recovery Service:**  
In the event of a problem encountered with the server resulting in either rebuilding or its replacement, the Disaster Recovery –Server Recovery Service option includes relevant licences, periodic image tests and technician time to restore from the Customer's previously stored image to new or repaired hardware and commence a restore of data backup from tape or other device along with a full test at completion.

**21 Service Level Agreement.**

Unless otherwise defined within the schedule support is provided during normal business hours Monday to Friday, 09:00 – 17:00 excluding public holidays.

Critical Business Impact.	Help Desk and Remote response within 1 Hours and On-Site Response within 4 hours.
Medium Business Impact.	Help Desk and Remote response within 4 Hours and On-Site Response within 8 hours.
Low or Non Urgent Issue	Help Desk and Remote Response within 8 Hours and On-Site Response Next Business Day

**By signing this form you are agreeing to the terms & conditions as stated on pages 1-5 of this document**

Signed on Behalf of the Customer.	Signed on Behalf of ADT.
Print Name.	Print Name.
Date.	Date.
Customer.	<b>ADT Systems Ltd. 4 Donald Road, Bristol. BS13 7DG</b>