

Support Plans

1. DEFINITIONS in this agreement are as follows:

Maintenance: Having the meaning ascribed to those by Clause

2. the Customer/the Purchaser. The Service Hours: 9.00am to 5.30pm Monday to Friday excluding public holidays and national holidays. The Supplier's Representative: Any employee, agent or subcontractor of the Supplier or other third party. This agreement will be nullified if payments are in arrears.

2. MAINTENANCE

The Supplier will provide Maintenance being the exertion of the best efforts (by such as it considers appropriate) to restore the Equipment to a reasonable operating condition following the customer's request for maintenance. The request will be diagnosed by our Technical department: Email - support@hardsoft.co.uk Tel - 0207 1111643 Web - <https://www.hardsoft.co.uk/support> Providing the fault is diagnosed by 10:30am we will endeavor to arrange at our expense to collect the faulty equipment the same day (depending on location). Should a fault be diagnosed after this time collection will be made the following business day. Goods should be packaged safely for transit, we are not liable for damaged caused in transit due to inadequate packaging. When we receive the faulty equipment the fault diagnosis/repair will continue. An update will then be available. The Supplier will aim to redeliver the laptop or Desktop unit within 7-10 working days. Best endeavors will be made at all times to resolve quicker. There is also the option for the customer to request a loan device whilst the unit is away for repair - see Loan Units section 6. HardSoft will endeavor to resolve Software problems for software provided by HardSoft via the telephone and remotely via the internet at no cost on all equipment supplied. 3rd party software or software not supplied by HardSoft is not covered. Call out maintenance for software issues is not covered but is available at a fee.

This warranty is inclusive of all parts and labour. If your machine is faulty we offer, at no cost, a 'Collect and Return' service; whereby our courier will be sent in the next day after a fault has been reported and will return the equipment to us for repair. *For devices not supplied by HardSoft or devices over 4years, Hardware cover is not included.

3. SERVICES NOT INCLUDED

- (i) Work required as a result of operator error or any other improper use or accident to the Equipment or any failure or change in electricity, air conditioning, humidity control or other environmental or operating conditions recommended or approved by the Supplier or equipment manufacturer;
- (ii) electrical or other work external to the equipment; (iii) work on any item of the Equipment which has been moved, repaired or tampered with by any person other than the Supplier's Representatives; (iv) repair or replacement of consumable accessories such as magnetic tapes, disc packs, printer ribbons, ink, paper etc.;
- (iii) repair to any software whereby the software manufacturer offers a fix or remedy;
- (iv) work where the configuration of the Equipment has been changed or additional hardware has been added to the Equipment without the Supplier's knowledge;
- (v) diagnosis of failure of equipment not maintained by the Supplier; (viii) any fixing or patching of operating system or applications software not purchased from the Supplier. Where the Supplier considers that a peripheral hardware item of the Equipment is no longer readily maintainable, it may (on giving the Customer not less than ninety days prior notice) discontinue maintenance for that peripheral reducing the maintenance charge.
- (vi) Hardware cover for devices over the age of 4years or equipment not supplied by HardSoft is not covered.
- (vii) For Software and Mobile Device Management solutions not provided by HardSoft, consultancy is not included. Advise can be given and an option for an additional charge for consultancy if available.

4. REPLACEMENT PARTS

The Supplier may provide a permanent replacement unit instead of repairing the defective part, and in that case on exchange that unit becomes the property of the Customer, and the replacement unit becomes the property of the Supplier.

5. DATA SECURITY

The Customer shall be solely responsible for ensuring it keeps adequate copies of its data and the Supplier is not obliged to replace or rectify data of the Customer which has been lost or corrupted for any reason, including the Supplier's negligence. In the case where data loss is due to Supplier's negligence, the Supplier will make reasonable efforts to help the customer retrieve that data. Data Recovery for those on 360 Gold are entitled to a contribution of £500+vatt towards cost of data recovery. The data recovery procedure must be completed by our trusted partner Ontrack for entitlement.

6. LOAN UNITS

If the Customers order includes or has been offered a 'Loan Unit' then HardSoft will ship on a next-day courier service (within the UK mainland) a computer of similar or higher specification to the faulty unit. We reserve the right to supply a Laptop unit in lieu of a Desktop unit. Cost of the delivery and collection are at HardSoft's expense. The loan unit will be collected from the customer after the successful delivery of the original repaired unit. The Customer is liable for any loss/damage to the loan unit. If HardSoft incurs 2 failed collections, charges will apply for additional collections or re-deliveries.

7. MDM Device Management

You will receive assistance from our Solutions Team to setup your Mobile Device Management solution to automate zero-touch deployment. Once the initial setup is complete and the customer is happy, any further changes or ongoing support from our Solutions Team to setup and manage your Mobile Device Management solution would be on a chargeable basis unless the MDM solution was purchased via HardSoft Ltd.

8. Annual Onsite Visit

Annual onsite visits must be booked in advance by the Customer with 30days notice. Where HardSoft is required to provide an on-site engineer, HardSoft will agree in writing with the Customer the specific days that the engineer will attend the Customer's Trading Address. Onsite visits cannot take place at home addresses or at addresses outside of the UK. HardSoft shall be entitled to substitute on-site engineers and to change dates of visits as needed.

9. Pre-Configured Devices

We have a 20minute time limit for our engineer to complete your pre-configuration on each device. If your pre-config exceeds this time limit then additional charges apply. Please note that pre-configuring devices may also cause additional lead time to your delivery.

10. Remote Consultancy Hours

Remote Consultancy must be booked in advance by the Customer with 30 day's notice. HardSoft will agree in writing with the Customer the specific times that the Solutions Engineer will have the consultancy. HardSoft shall be entitled to substitute engineers and to change times of consultancy calls as needed. Consultancy hours cannot be rolled into a following month.

11. Lifecycle Management

HardSoft will collect the device within 2 working days or at a time agreed by the Customer. Once the device arrives to HardSoft, HardSoft will wipe the device and pre-configure ready to be shipped to a new end-user. This service is optional and is an additional fee. The Customer must fill the online form to request Lifecycle Management. Submission of this form also provides permission for data on the device to be wiped. <https://www.hardsoftcomputers.co.uk/trade-in-collections/life-cycle-management/>

7. ACCIDENTAL DAMAGE COVER

Mac & iPads on Flexi- Lease, Pure-Rental & Plus+ lease agreements qualify for this Cover. Accidental Damage cover is an optional extra for those who have devices that are not Mac and iPad. This cover lasts for the life of the agreement and includes for repair of damaged equipment at no cost with a small excess. This Cover is not transferable to any third party and is cancelled should the Lease be cancelled. The cover applies to equipment located within the UK & Ireland. You should seek additional cover to cover a Claim in an overseas country. Our cover is subject to a maximum of one repair incident per year for equipment covered under any single Lease Agreement. Exclusion - cover will not be provided as following:

- (i) Negligent use, wilful abuse or misuse of the equipment;
- (ii) Equipment which is airborne or waterborne, other than equipment whilst permanently located on ferries operated in connection with railways or on public ferries operating on scheduled routes;
- (iii) Equipment used in mining, logging, timber felling and processing or oil or gas exploration or processing, other than equipment located and used in the enclosed buildings whose use is incidental to activities in these industries;
- (iv) Please note that this Cover does not provide cover for any liability arising out of the ownership or use of the insured equipment.
- (v) For loss or theft, you will need to insure the equipment for this.

Policy excess:

A policy excess of £59 plus VAT applies to each claim. Once a claim is agreed, payment of the excess will be required before shipping of repaired or replaced goods.

Accidental Damage Cover is an optional extra for all Devices for Teams agreements, as per exclusions mentioned above.

*One claim per device per annum can be made with the Accidental Damage Cover.

Claim process:

If you suffer damage to the equipment that is covered under our Cover, simply call on 0207 1111 643. Subject to receipt of all information requested a decision will be made in 24 hours of the success of your claim whereby, at our cost, the equipment will be

collected and repaired within a reasonable time frame. We do not accept liability for any of your consequential costs as a result of us removing the equipment for repair.

12. CHARGES AND PAYMENT

The charge for maintenance shall be payable from the date of Acceptance of the Agreement by both parties. For the agreed maintenance period of the contracted term, the Purchaser will be required to pay no fee. This period is Three years from time of delivery. If the Supplier agrees to carry out work outside the Maintenance, including Software issues, the Customer agrees to pay the agreed fee. Such work is undertaken outside the terms of this agreement. This fee will also be applicable should we attend the Customers site and no fault is found. Our telephone technical department will endeavor to resolve all issues by telephone in the first instance.

12. COVER OF NON-HARDSOFT DEVICES

HardSoft can support devices that are not supplied by HardSoft. These devices will not be covered by Hardware warranty. HardSoft will need full specification and serial numbers of devices. HardSoft remains the right to cease support or charge additionally for devices that are 5+ years old and incur more than 5x support tickets a month for a period of 1-3 months.

13. USER CLOUD BACKUP

A Cloud backup solution "LiveDrive" is provided for users and a quota limit of 500gb is only provided in the Total Support + Enterprise plan and is live during the subscription. The LiveDrive software cannot be used as a cloud storage location and is purely a backup solution.

If the subscription is cancelled or forfeited then the data held within the cloud backup is removed and not recoverable.

14. QUARTERLY STRATEGIC SECURITY REVIEW

Reviews will be held with the Customer and a Solutions Engineer. The review will be a duration of 1 hour. Reviews must be booked in advance by the Customer with 30 days' notice. HardSoft will agree in writing with the Customer the specific times that the Solutions Engineer will have the consultancy. HardSoft shall be entitled to substitute engineers and to change times of reviews as needed. Within reviews HardSoft will offer the Customer a review of their current security protection and vulnerabilities. HardSoft will only offer advice during these reviews.

15. QUARTERLY ACTIVITY REPORTING

Reports will be provided to the Customer each Quarter. Reports will offer insights of ticket activity and any additional activity recorded by 365, MDM or Security software provided by HardSoft to the Customer.

The customer must provide an email address in which to send these reports to.

14. ACCESS AND CO-OPERATION

The customer will provide the Supplier's representative on request with unrestricted access to the Equipment and will provide such further facilities and assistance as the Supplier's representative may reasonably require to enable him to carry out the work. Such assistance may include running time to test the Equipment. The Supplier shall not be liable where it is unable to provide maintenance or other services because of the Customer's failure to provide reasonable assistance. The Customer should ensure that its representative will be always present when the Supplier's representative is at the installation address, failing which the Supplier may suspend the work.

15. PURCHASER'S REMEDIES

(i) HardSoft does not exclude liability for death, or personal injury and, subject to Clause 8(iv), direct physical damage to tangible property of the Purchaser, provided such damage, death or injury is caused by the negligence of HardSoft, its employees, agents or sub-contractors. (ii) The remedies of the Purchaser for any breach of the terms hereof by HardSoft, shall be limited to damages. (iii) Where HardSoft breaches the terms of Clause 2 of the Maintenance Schedule, the Purchaser shall give HardSoft written notice thereof and shall thereafter permit HardSoft every reasonable opportunity to remedy the breach. If after a reasonable period ("the Breach date"), HardSoft fails to remedy the breach, the Purchaser will be given credit for it against future payments due for a period equal to the period from the date of giving notice to the date when the breach is remedied in respect of the specific item of equipment which has required repair and such allowance or credit set off shall be the maximum liability of HardSoft in respect of any breach.

(iv) Except as provided in Clause 8(i) of this Maintenance Schedule, in no event will HardSoft be liable for any direct or indirect consequential loss or damage howsoever caused and even if foreseeable by HardSoft other than to the extent specified in clause

8(iii) above in respect of such breaches to a maximum of one year's charges for the Equipment in any other case including any claims against the Purchase by any other party and the parties hereby agree such damages as being a fair and reasonable pre-estimate of the maximum loss or damage which the Purchase could suffer hereunder. (v)

In addition to the foregoing, HardSoft shall be under no liability for loss or damage on any consequential or indirect loss or damage arising from the performance or failure by HardSoft to carry out an obligation additional or extraneous to the terms of this agreement which HardSoft or its technicians may have undertaken to perform

at the express wish of the Purchaser whether or not such loss or damage or - consequential or indirect loss or damage is due the negligence of HardSoft or its agents unless HardSoft has agreed in writing to carry out such extraneous duty and the written agreement is signed by a duly authorised representative of HardSoft.

16. FORCE MAJEURE

The Supplier shall have no liability for any failure or delay in carrying out its obligations under this agreement where such failure or delay is caused by any circumstances beyond its reasonable control including without limiting the comprehensive nature of this provision. Acts of God, strikes, labour disturbances and disputes (whether affecting the Supplier's own employees or others), legislative or administrative interference, war, or civil commotion. Costs arising from Force Majeure circumstances shall be borne by the party incurring such costs.

17. CONFIDENTIALITY

Each party undertakes to and will use reasonable efforts to have its representatives: (i) keep secret and confidential information belonging to the other which they may learn in the course of their work and (ii) not use or disclose any copyright or other proprietary right which the other owns or is licensed to use. Except where such use or disclosure is necessary for the purpose of this agreement.

18. PERIOD OF AGREEMENT

This agreement shall subsist for the initial maintenance period calculated from the date at which the equipment was delivered continuing for a period of the lease agreement or for non-HardSoft devices a period of 12 months. Either party may terminate the agreement if the other is in material breach of any of its obligations and, where the breach is capable of remedy, has failed to rectify the same within such reasonable time as the other may direct in writing. Where the Customer is in breach of any of its obligations (including the obligation to pay charges when due), under this or any other agreement between the parties, without prejudice to the Supplier's other remedies (including the right to terminate the agreement on a continuing or further breach), The Supplier may suspend the provision of its services. This agreement is terminable at any time by the Supplier on written notice, if the Customer being a body corporate enter, or a petition is presented for its liquidation or if a receiver is appointed or if it calls a meeting of its creditors or ceases to carry on its business or is unable to pay its debts. The Customer acknowledges that the Supplier may already have or may enter contracts or arrangements with third parties (such as the Equipment Manufacturers) by which the Supplier is dependent on the third party maintaining or supplying all or parts of the Equipment. The Customer accepts that if that third party terminates such contracts or arrangements this agreement shall automatically terminate in respect of that Equipment. The Supplier shall give the Customer as much notice (if any) as practicable of such termination but shall not be liable in any way for such termination in the absence of termination caused by the wilful neglect or default of the Supplier. In this event, the Supplier shall use his best efforts to offer an equivalent service from a third party. Termination of this agreement shall not affect any pre-existing liabilities of either party to the other.

19. ENTIRE AGREEMENT

The terms constitute the entire agreement between the parties and supersede all previous representations and agreements for the provision of maintenance or other form of support for the Equipment which shall cease to have any effect. No variation or addition to these terms shall be of any effect unless made in writing signed on behalf of the Customer and of the Supplier.

20. NOTICES

Notices shall be in writing and sent to the address of the appropriate party set out in the schedule, or to such other address as may from time to time (by notice to the other party) be designated, and notices shall be deemed to have been duly given; (i) on the date of delivery if delivery by hand; (ii) three days after the date of posting if sent by first class mail in proving, service by post shall be sufficient to prove the envelope containing the notice was properly addressed, stamped, and posted.

21. FAIR USAGE POLICY

HardSoft reserves the right to limit the time our support team spend on support tickets with any customer who is deemed to be taking advantage of this service. The fair usage policy will identify the very small number of very heavy users. We will communicate with these users to try and establish what is driving their specific high usage and how individual usage patterns and habits can be modified to the benefit of all. In extreme cases, HardSoft may be required to apply management techniques to reduce the impact the heavy users have of the service delivery of others. Customers requesting support more than 10 times a week consistently over a 1-to-2-month period are likely to be impacted by the fair usage policy.

22. LAW

This Agreement is subject to English law and the parties submit to the non-exclusive jurisdiction of the English Courts.

For ANY issues, please contact our HardSoft Support Team!