

- Maintenance Contracts
- Hardware & Software Supply
- Remote Monitoring & Support
- Off-Site Backup & Integrity Services
- Network Design & On-Site Consultation

Overview

The aim of our maintenance agreements is to ensure that all our customers receive the best possible service and to ensure that your computer systems remain in a healthy usable state. The key points of our agreement are to:

- Replace or repair any faulty equipment or components
 - Including Computers, Motherboards, CPU's, Hard Disk Drives, Solid State Drives, Network Cards and RAM. Replacement of specialist equipment such as capture, and graphics cards used with Digital Imaging equipment will not be covered under this agreement.
- Perform Preventative maintenance checks to ensure that your systems run without issue
- Use of our skilled engineers on site when required
- No More component or repair costs
- No More Call Out Charges
- Minimises the wastage of staff time
- Prompt call out service
- Network Administration
- On-Site Consultations
- Quarterly payments available
- Reduced downtime
- Cost Effective Solutions for your business
- Peace of Mind

1. Definitions

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

"Agreement Period" means the period set out in clause 2.

"Commencement Date" means the date set out in clause 2.

"Equipment" means the equipment specified in Appendix A of this agreement;

"Site" means the primary place of the customers business;

"Maintenance Charges" means the charges specified within this agreement that are to be paid by the Customer for Services;

"Maintenance Services" means preventative maintenance and remedial maintenance services required to keep the Customers equipment in good working condition and specified in clause 4c.

"Remedial Maintenance Services" means maintenance services requested by the client as specified in clause 4f and g.

"Renewal Period" means the period set out in clause 2.

"Service Hours" means hours between 8:30am to 5:30pm Monday to Friday.

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2. Term

This agreement shall commence on _____ and shall remain in full force for the period of 3 months unless terminated in accordance to clause 8.

Thereafter, this agreement will automatically renew for a renewal period of 1 month, provided that the Customer pays the current renewal fee to the Provider, or unless either party terminate this agreement in accordance to clause 8.

3. Maintenance Charges

- A. The Maintenance Charges shall cover all services provided in clause 4. However, the Maintenance Charges will not cover the costs of any parts, software, manuals, materials, travel or other disbursements which may be necessary or requested by the customer. The customer will be billed separately for these costs as they occur.
- B. Maintenance Charges are payable to the Provider.
- C. The Customer shall pay all other costs within 7 days of receipt of invoice
- D. The Provider shall be entitled to adjust the monthly maintenance charge by giving the Customer 30 day's written notice and will take effect when the next maintenance charge is due.
- E. No such adjustment will take place within the initial Agreement Period.
- F. Payment for services must be made in advance of the service being provided by Technocure Ltd via Standing Order or Direct Debit. Maintenance services will not be provided unless this clause is met. This includes invoices raised for Hardware Maintenance, Fortify Secure Cloud, Fortify Managed Antivirus, Fortify WebProtect and Fortify Managed IT Services.
- G. If the customer defaults in any payment, the provider reserves the right to place the outstanding account with their credit collection agency. Any costs incurred in settlement of the amount outstanding will be charged to the customer. Managed IT services will be suspended until the account has been bought up to date. Technocure Ltd cannot be held liable for any downtime which arises during the period of the account being suspended.
- H. By paying either by standing order or in full for maintenance you are agreeing to all the terms and conditions set out within this agreement.

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4. Maintenance Services

- A. The Provider agrees to provide the Maintenance Services to the Customer in respect to the equipment on the terms and conditions set out in this agreement.
- B. The Provider shall provide preventative maintenance services during the service hours at intervals necessary to keep the Equipment in good working condition.
- C. After the signing of this agreement, in exchange for the payment of the Maintenance Charge, the Provider will perform the following maintenance services:
 - a. Installing Microsoft Windows and Microsoft Office security patches and stability updates
 - i. Antivirus application updates
 - ii. Anti-spyware application updates
 - iii. Anti-adware program updates
 - b. Scan for any viruses, adware or spyware and remove them on the condition the customer utilises our Fortify Managed Antivirus solution. A quote for this service can be provided if required.
 - c. Delete any temporary files, cookies, cache, recycle bin files that the computer accumulates
 - d. Remove programs that are not needed
 - e. Prevent un-needed programs from automatically starting when the computer boots
- D. All additional work not listed above shall be performed at the Provider's sole discretion and at its then-current standard hourly rates. Additional work is subject to other written agreements the Provider may require.
- E. Maintenance will commence on a mutually agreed upon date and time and will be performed monthly (1 time per month).
- F. The Provider shall provide additional remedial maintenance services during the Service Hours when notified by the Customer that the Equipment is inoperative. The Customer shall pay the charges (normal hours) as specified within this agreement. The Provider shall endeavor to respond promptly and if possible, within 8 working hours to requests for remedial maintenance if support is required for server down faults. We aim to respond to all other faults within 24 hours from the fault being raised with Technocure Ltd.
- G. The following items are not covered under the terms of this agreement
 - a. Monitor Replacement (All Types)
 - b. Replacement Printers
 - c. Replacement of General Peripherals such as Keyboards and Mice
 - d. Virus Related Issues
 - e. Ransomware Issues
 - f. Network Cabling issues
 - g. Issues caused by bad handling or following intervention by third parties

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- H. The Provider shall only provide remedial maintenance outside the Service Hours only if requested by the Customer, for which the Customer will pay the charges for Abnormal Hours quoted separately.
- I. Cover is not currently available for bank and public holidays, this includes the Christmas and New Years period.

5. Customer's Obligations

- a) The Customer will cooperate with the Provider in connection with the Provider's performance and provide full and free access to the Equipment, adequate working space and facilities such as electrical outlets within a reasonable distance from the Equipment.
- b) The Customer shall obtain, keep and make available to the Provider machine readable copies of all programs, operating systems, drivers and data files relating to the Equipment. The Provider does not assume any liability because of the Customers inability to use its machine-readable data.
- c) The Customer shall not modify, create any derivative work of, or incorporate any other equipment into the network or any portion thereof. The Provider shall not be responsible for any maintenance of, or the repair of problems or malfunctions caused by any modification or enhancements made by the Customer or by anyone else other than the Provider.
- d) The customer must work with the remote engineer at the time of the service request being raised to assist in diagnosing faults suspected.

6. Back-Up

Any additional labor incurred in attempting to recover lost files while the Customer has not maintained proper backup procedures will be quoted separately to this agreement.

Customers utilising Backup Assist agree to check the reports of the backup daily and agree to contact Technocure Support in the event of a backup warning or failure. Technocure Ltd cannot be held responsible for any loss of backup data as a result of drive rotation not being performed, hardware failure, or tampering of the backup software.

If you would like to ensure that your data is kept safe in the cloud, please speak with Technocure sales for more information about Fortify Secure Cloud.

Sales: 01254 457009 - Support: 01254 457008

Web: www.technocure.co.uk - Sales: sales@technocure.co.uk - Support: support@technocure.co.uk

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FORTIFY SECURE CLOUD

Fortify Secure Cloud is our managed backup solution which is monitored daily by our technicians, ensuring that your data is backed up and your business protected should the worst happen. Have you considered what the consequences of a disaster would be? What would happen if your business caught fire or were to be flooded unexpectedly?

Does your current backup system provide enough functionality to restore your entire business network to the point of its last backup? Or would you like to just set and forget and let someone else worry about it?

If you would like further information about Fortify Secure Cloud contact our sales team on 01254 457009 or email sales@technocure.co.uk.

7. Warranties and Liability

- A. Maintenance Service provided under this agreement does not guarantee un-interrupted operation of the Customers computers, peripherals and network related to regular work.
- B. The Provider, its directors, officers, employees and/or consultants are not liable for any damage, including loss of business, loss of profits, loss of opportunity or any other indirect or consequential loss of damage whatsoever in connection with the Provider's performance under this agreement and the Customer hereby indemnifies the Provider in respect of same.
- C. The Provider has no responsibility for or liability to correct, validate, bring into compliance or make any other remedy any problem with the programs that is caused in whole, or in part by the improper or inadequate installation of the Customer, or any incompatibility of the Customers environment, hardware or software with the programs.

8. Termination

- A. The Provider may terminate this agreement at any time by giving at least 30 days prior written notice to the Customer not earlier than 30 days from the Commencement date.
- B. The Customer may terminate this agreement immediately at any time provided that it is responsible for the full amount of all maintenance payments due through the end of the term.
- C. Either party may terminate this agreement immediately at any time by notice in writing if:
 - a. The other party commits a breach of this agreement and fails to remedy it within a reasonable amount of time: or

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- b. The other party ceases to continue its business or substantially the whole of its business; or
- c. The other party is declared insolvent or a liquidator, manager, trustee, receiver or similar officer is appointed over any of its assets.

9. Severance

If any provision of this agreement is held invalid, unenforceable or illegal for any reason by court of competent jurisdiction, the validity, enforceability or legality of the remainder of this agreement shall not be in any way affected or impaired thereby.

10. Governing Law and Jurisdiction

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

11. 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.

12. Non-Waiver

The failure of either the Customer or the Provider to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of future violations of the same or any other provision.

13. Third Party Rights

This agreement does not create any rights in any third parties, except assigns, successors of heirs expressly permitted hereunder.

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14. Acceptance of Agreement

By signing the below signature fields, you agree to be bound by the terms set out within this agreement.

We urge all customers to contact our sales department if they have any questions or queries relating to the content within this document before signing below.

The sales team can be contacted by phone by calling 01254 457009 or by emailing sales@technocure.co.uk

Provider Acceptance

The below signature is provided by the provider to confirm that Technocure Ltd agrees to be bound to all the terms set out within this agreement.

Authorised Signature : _____

Name : _____

Title : _____

Date : _____

Customer Acceptance

The below signature is provided by the customer to confirm acceptance of this agreement and to be bound by all of the terms set out within this agreement.

Authorised Signature : _____

Name : _____

Title : _____

Date : _____

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APPENDIX A

Details of Equipment

Servers

Asset Number			
Server Manufacturer		Server Model	
Server Form	SERVER	Hostname	
Antivirus		Backup Software Installed	
Location		Serial Number	
MAC Address		Physical Location	

Asset Number			
Server Manufacturer		Server Model	
Server Form	SERVER	Hostname	
Antivirus		Backup Software Installed	
Location		Serial Number	
MAC Address		Physical Location	

Server Backup Information

Server Hostname	Backup Details
EXAMPLESR01	Cloud or Local Backup etc with Configuration Information

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Desktops

Asset Number			
Computer Manufacturer		Computer Model	
Computer Form		Hostname	
Antivirus		Backup Software	NOT AVAILABLE
Location		Serial Number	
MAC Address		Physical Location	

Asset Number			
Computer Manufacturer		Computer Model	
Computer Form		Hostname	
Antivirus		Backup Software	NOT AVAILABLE
Location		Serial Number	
MAC Address		Physical Location	

Asset Number			
Computer Manufacturer		Computer Model	
Computer Form		Hostname	
Antivirus		Backup Software	NOT AVAILABLE
Location		Serial Number	
MAC Address		Physical Location	

Asset Number			
Computer Manufacturer		Computer Model	
Computer Form		Hostname	
Antivirus		Backup Software	NOT AVAILABLE
Location		Serial Number	
MAC Address		Physical Location	

Asset Number			
Computer Manufacturer		Computer Model	
Computer Form		Hostname	
Antivirus		Backup Software	NOT AVAILABLE
Location		Serial Number	
MAC Address		Physical Location	

Asset Number			
Computer Manufacturer		Computer Model	
Computer Form		Hostname	
Antivirus		Backup Software	NOT AVAILABLE
Location		Serial Number	
MAC Address		Physical Location	

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Asset Number			
Computer Manufacturer		Computer Model	
Computer Form		Hostname	
Antivirus		Backup Software	NOT AVAILABLE
Location		Serial Number	
MAC Address		Physical Location	

Asset Number			
Computer Manufacturer		Computer Model	
Computer Form		Hostname	
Antivirus		Backup Software	NOT AVAILABLE
Location		Serial Number	
MAC Address		Physical Location	

Asset Number			
Computer Manufacturer		Computer Model	
Computer Form		Hostname	
Antivirus		Backup Software	NOT AVAILABLE
Location		Serial Number	
MAC Address		Physical Location	

Asset Number			
Computer Manufacturer		Computer Model	
Computer Form		Hostname	
Antivirus		Backup Software	NOT AVAILABLE
Location		Serial Number	
MAC Address		Physical Location	

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Additional Notes

Note here about remote access software on what machine



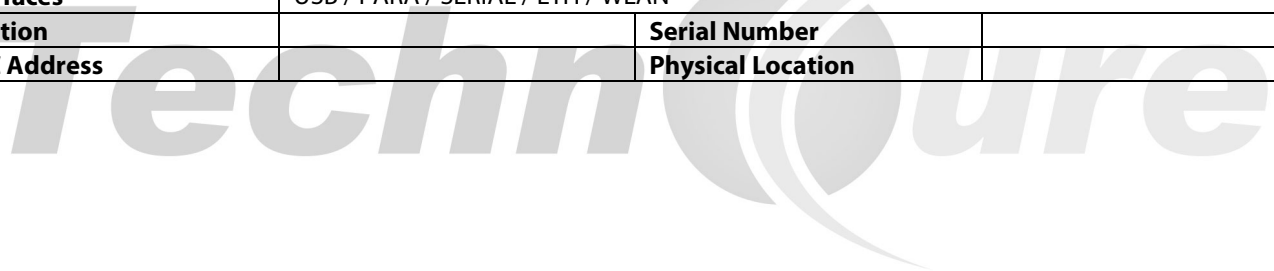
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Printers

Asset Number			
Printer Manufacturer		Printer Model	
Printer Type	LaserJet	Hostname	
Interfaces	USB / PARA / SERIAL / ETH / WLAN		
Location		Serial Number	
MAC Address		Physical Location	

Asset Number			
Printer Manufacturer		Printer Model	
Printer Type	LaserJet	Hostname	
Interfaces	USB / PARA / SERIAL / ETH / WLAN		
Location		Serial Number	
MAC Address		Physical Location	

Asset Number			
Printer Manufacturer		Printer Model	
Printer Type	LaserJet	Hostname	
Interfaces	USB / PARA / SERIAL / ETH / WLAN		
Location		Serial Number	
MAC Address		Physical Location	



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Network Infrastructure

Routers

Asset Number			
Router Manufacturer		Router Model	
DSL Type	ADSL / FTTC / FTTP / EFM / GEA / LTE		
Number of Ethernet Interfaces			
Location		Serial Number	
MAC Address		Physical Location	
Router Username		Router Password	
ISP Provider		Associated CLI	
RADIUS Username		RADIUS Password	
SSID List		SSID Passphrase	

Switches

Asset Number			
Switch Manufacturer		Switch Model	
Connectivity Type	10/100 / GIG / Fibre	Hostname	
POE Enabled (Ports)			
Location		Serial Number	
MAC Address		Physical Location	
Managed Switch		IP Address	
Username		Password	

Asset Number			
Switch Manufacturer		Switch Model	
Connectivity Type	10/100 / GIG / Fibre	Hostname	
POE Enabled (Ports)			
Location		Serial Number	
MAC Address		Physical Location	
Managed Switch		IP Address	
Username		Password	

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Asset Number			
Switch Manufacturer		Switch Model	
Connectivity Type	10/100 / GIG / Fibre	Hostname	
POE Enabled (Ports)			
Location		Serial Number	
MAC Address		Physical Location	
Managed Switch		IP Address	
Username		Password	

Asset Number			
Switch Manufacturer		Switch Model	
Connectivity Type	10/100 / GIG / Fibre	Hostname	
POE Enabled (Ports)			
Location		Serial Number	
MAC Address		Physical Location	
Managed Switch		IP Address	
Username		Password	

Wireless Access Points

Asset Number			
AP Manufacturer		AP Model	
Username		Password	
Interfaces			
Location		Serial Number	
MAC Address		Physical Location	
SSID List		SSID Passphrase	

Asset Number			
AP Manufacturer		AP Model	
Username		Password	
Interfaces			
Location		Serial Number	
MAC Address		Physical Location	
SSID List		SSID Passphrase	

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Asset Number			
AP Manufacturer		AP Model	
Username		Password	
Interfaces			
Location		Serial Number	
MAC Address		Physical Location	
SSID List		SSID Passphrase	



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