



Service Agreement

Between

Siracom Ltd
Unit T The Loddon Centre
Roentgen Road
Daneshill
Basingstoke
Hampshire
RG24 8NG

And

A Company Ltd.
Something House
Somewhere Road
Area
Town
County
Post Code

Date

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1. Scope of the agreement

Services provided

The support services we provide under this agreement are listed in Schedule 2.

Services not provided

Unless this agreement specifically says otherwise, we do not provide the following services:

- Work needed because of the equipment being damaged as a result of an accident or abuse (Unless the damage is caused by us).
- Repairing faults created by modifications not authorised by us or the manufacturer.
- Repairing work needed because of parts being incorrectly installed and commissioned (Unless we were responsible for the installation and commissioning)
- Repairing faults created by software updates being installed incorrectly (unless we were responsible for this)
- Repairs to try and make the equipment work in a way that exceeds the manufacturer's specification.
- Repairing faults that we believe you knew about before entering into this agreement but which you did not tell us about.
- Software updates to maintain the latest version of software, unless it is specifically included in Schedule 2. Where software updates are included then the service given is in line with the manufacturers prevailing conditions.
- Re-installing applications, databases or user data on to computer servers or personal computers.

The list above is not complete and is for guidance only.

2. Our responsibilities

- a. We will repair, at our own expense (subject to any limitation in Clause 4, Schedules 1 & 2), faults caused by fair wear and tear in order to restore the networking equipment
- b. We will restore the network by:
 - Repairing (and installing temporary equipment while the defective equipment is being repaired if necessary); or
 - Replacing the defective equipment with equivalent equipment (as long as you have given us written authority to do so).

If we install temporary equipment while we repair faults covered by this agreement, we will take that equipment away and re-install yours free of charge.

Title will be exchanged with the owner of the faulty equipment for any permanently replaced parts.

- c. If an item under cover becomes end of life (EOL) as defined by the manufacturer then our ability to deliver service under this agreement will be limited by the restrictions applied to us by the manufacturer.
- d. We will hold appropriate spares to carry out our responsibilities.
- e. If we believe that our work will disturb unaffected parts of the network which it forms part of, we will make all reasonable efforts to tell you about this before we start work.
- f. We will make all reasonable efforts to promptly tell you about any significant issues relating to this agreement.

- g. We will make every effort to carry out all of our responsibilities under this agreement.
- h. We will provide a Support Desk subject to the details in Schedule 4.
- i. While our employees are on site we will make sure they follow any health and safety procedures which we have received a copy of.
- j. We will keep any confidential information, systems or processes you give us safe, secure and confidential.
- k. We will provide performance statistics related to the services that we give you.
- l. We will carry out our responsibilities in a way that keeps business disruption to a minimum.
- m. We will carry out our responsibilities with due care and attention. We will be responsible for our staff's failures.

3. Your responsibilities

- a. You must pay all our invoices promptly and in line with the agreed payment terms set out in the support services agreement summary.
- b. You must provide the essential and operational details we ask for. If you do not supply this information we are not obligated to carry out our responsibilities under this agreement.

If you do not supply the information, we will take reasonable steps to carry out our responsibilities, but we:

1. Will not be liable for any failure, including if we fail to meet our response or fix times.
 2. May charge you for the cost to repair or provide a replacement or any other reasonable cost incurred (as described in 3c below).
- c. You must pay us for any work which you ask for which is not covered by this agreement. We will not commence any chargeable work without formal authorisation from you by way of email, fax, or letter. Such work includes (but is not limited to):
 - d. You must ensure that back-up copies of all software on equipment we are supporting (and any other equipment that may be reasonably associated with it) are made and can be made available to us along with any manufacturer's licence keys (subject to manufacturer's licence conditions) so that we can perform our duties under the terms of this agreement.
 - e. You must keep regular back-up copies of the configuration of all equipment we are supporting otherwise the onsite engineer will not be able to restore the system to a complete working state.
 - f. You must co-operate with us when we are trying to solve problems with the equipment covered by this agreement.
 - g. You must promptly tell us about any significant issue relating to this agreement.
 - h. The equipment must be kept in line with the manufacturer's recommendations or specifications and used according to the manufacturer's instructions.

- i. You must keep the software version on the device within two maintenance releases of the latest software version released by the manufacture.
If the device is found to be running an old software version and the problem is due to this release, it is your responsibility to upgrade the device to within 2 maintenance releases of the latest software released by the manufacture before we are obliged to perform our duties under the terms of this agreement.

4. End of Life

For the purpose of this agreement, End of Life means that all forms of support from the manufacturer for that particular product has ceased.

If a product becomes End of Life during the term of the agreement, then Siracom will limit the support that we can offer you, by the prevailing terms of the manufacturer.

5. Payment and Charges

- a. You must pay our charges so that we receive your payment on or before the date the agreement starts. Until we have received your payment, all support services will be on a "best endeavours basis". This means that we will do our best to provide a service, but we cannot guarantee it. If your payment is late due to circumstances that you cannot control, we may make an extra charge each month to cover our administration costs. The charge would be 5% of the outstanding invoice charge.
- b. Unless the agreement says otherwise, we can increase the service charges set out in this agreement at each anniversary of the date the agreement starts. We may increase the charges by the relevant annual increase in the Retail Price Index (or any other index that replaces it) by giving you 45 days notice in writing. IF we make larger increases you can cancel this agreement from the date the new price is introduced by giving us 30 days notice in writing.
- c. We may end this agreement if you do not pay any charges due to us by 90 days after the due date, as stated on the invoice. You would then have to pay the entire agreement charge, plus any charges for work we provide outside this agreement and our costs of recovering the charges you owe.

6. Locations

The equipment covered by the agreement will be kept at the addresses listed in Schedule 3.

- a. The equipment must be installed in an environment that is suitable, in good condition and in line with the manufacturer's recommendations.
- b. If there is an intention to move the equipment you agree to tell us in writing so we can update our records. If the equipment is moved we may immediately alter our service charges to reflect any increased costs to us. Any alteration to our charges must be reasonable or allow you to end the parts of this agreement relating to the equipment being moved.
- c. We will have no responsibility for moved equipment if we have not been given reasonable notice or you do not make the necessary changes we recommend for the equipments new location. (Our recommendations will be in line with the manufacturer's specifications or good working practice.)

7. Ending this agreement

- a. The dates described in this clause relate to those dates shown at the beginning of the agreement.

This agreement will be in force from the date the agreement starts until the date the agreement ends (as shown on the front of the agreement) and then it will continue until you or we end it by giving at least three calendar months written notice to the other.

- b. You or we may end this agreement immediately or receiver to manage all or part of the other party's assets;

The other party cannot pay its debts when they are due or is declared bankrupt; or

The other party breaks any significant part of this agreement and, if the matter can be put right, does not do so within 30 working days of receiving a written request.

- c. We may end this agreement if you do not pay an amount you owe after we have given you 90 days written notice to make payment.

8. Employees

During the term of this agreement, and for a period of 12 months afterwards, you agree not to employ or offer employment to any person who has been employed by us at any time during the previous year. (in this context, "employ" means engaging a person as an employee, director, subcontractor or independent contractor.)

This clause applies to both you and us. IF you or we break this clause, that person must pay the other damages equal to the relevant employee's annual salary and any training costs that have been spent on them in the 12 months before the clause was broken.

The provisions of the clause shall not apply where employment is as a result of general recruitment advertising or us hiring via independent recruitment agencies.

9. General

- a. Any notice or other communication given hereunder shall be in writing and sent by ordinary first class pre-paid post to the registered office of the Company or the Customer respectively, or to such other address of the Customer as appears on this Agreement or as indicated in writing by the Customer to the Company. Such notice shall be deemed to have been delivered 48 hours after despatch.
- b. This Agreement may not be assigned by the Customer without the prior written consent of the Company and upon terms requiring the Assignee to give notice after Assignment to the Company and to agree to be bound by the terms hereof.
- c. This Agreement shall be governed by the Laws of England and constitutes the entire Agreement between the Company and the Customer with respect to the furnishing of the Service.

Schedule 1 – Service Level Explanation

For faults relating to software we cannot guarantee fix times and so these are not included in the service level agreement calculations.

When do the service levels start?

When you report a fault (using the procedure that applies at the time) we will give you a fault reference number. You will then either be passed on to an engineer or an engineer will call you back within 20 minutes.

If appropriate, we will start to diagnose the problem over the phone to reduce the time it takes to resolve the fault.

Following the telephone call, an engineer will be dispatched with a replacement product. It is at this point that the fix and response times are measured from.

What is a response time?

The response time is the period from the time that an engineer is sent out to the time he or she arrives at your premises.

Response times are only guaranteed during your cover period.

Example 1 (Within 2 hour drive from Siracom Offices)

The agreement covers the hours from 9am to 5pm and sets a four-hour response time. If you place a call at 4pm, our engineer will be expected to be with you no later than 12.30pm the following day.

Example 2 (> than 2 hour drive)

The agreement covers the hours from 9am to 5pm but does not provide an engineer onsite.

If you place a call between the hours of 9am and 4pm one of our engineers will attempt to identify what the problem is and send out a replacement device or part on a “next day delivery” pre 12.00am.

What is a fix time?

The fix time is the time from our engineer setting off to your premises to the time your network service is restored. Fix times are only guaranteed during your cover period.

Example

The agreement covers the hours from 9am to 5pm and sets a 6 hour fix time. If you place a call at 4 pm, restoration of the network service will be expected to be no later 2.30 pm the next day.

Customer Contact Details

Company Name and Address

Switchboard:

Primary Contact

Name:

Tel:

E-mail:

Secondary Contact

Name:

Tel:

E-mail:

By signing this agreement, you and we are confirming that we have read and understood this agreement and will keep to its terms and conditions as explained in points 1 to 9 and in the schedules.

Agreed on our behalf by:

Signature: _____

Name: _____

Title: _____

Date: _____

Agreed on your behalf by:

Signature: _____

Name: _____

Title: _____

Date: _____