

Managed IT Support Services Contract

XXXXXXXXXX

MANAGED IT SUPPORT SERVICES CONTRACT

CUSTOMER DETAILS

Customer Name:	
Address:	
Company Reg. Number:	
Contact Name:	
Office Telephone Number:	
Mobile Telephone Number:	
Email Address:	

CONTRACT DETAILS

Start Date:	
Term:	
End Date:	
Response Time:	
Payment Terms:	

MANAGED IT SUPPORT SERVICE

YES or NO – as appropriate

Enhanced:	
Premium:	
Ultimate:	

ADDITIONAL PRODUCTS & SERVICES

Complete as required

Schedule 1:		Schedule 6	
Schedule 2:		Schedule 7:	
Schedule 3:		Schedule 8:	
Schedule 4:		Schedule 9:	
Schedule 5:		Schedule 10:	

COMMERCIAL DETAILS		
Managed IT Support Service to include:	Monthly Fee:	
No of Devices:	Set-up Fee:	
Schedule 1:	Products Each:	
	Monthly Fee:	
Schedule 2:	Products Each:	
	Monthly Fee:	
Schedule 3:	Products Each:	
	Monthly Fee:	
Schedule 4:	Products Each:	
	Monthly Fee:	
Schedule 5:	Products Each:	£
	Monthly Fee:	£
Schedule 6:	Products Each:	£
	Monthly Fee:	£
Schedule 7:	Products Each:	£
	Monthly Fee:	£
Schedule 8:	Products Each:	£
	Monthly Fee:	£
Schedule 9:	Products Each:	£
	Monthly Fee:	£
Total Charges:		
Total Charges:	Total Monthly Fee:	
	Total Set-up Fee:	

Note that all charges are exclusive of VAT. The above charges shall be payable by the Customer to Stonegate Technologies LLP and are calculated based on the IT Asset Register and number of users stated on the IT Asset Register attached.

Any changes to the IT Asset Register, including additional services, PCs/laptops or expansion into another office, may be subject to an additional charge. The following monthly rates will apply, save where the change is not listed, in which case Stonegate Technologies LLP shall inform the Customer of the applicable charge:

ADDITIONAL IT SUPPORT ASSET RATES			
Device Type	Monthly Rate	Device Type	Monthly Rate
Servers	£	Hosted Servers	£
Routers	£	Firewalls	£
Switches	£	Wireless Access Points	£
WLAN Controllers	£	Desktops / Laptops	£
Mobile Phones / Tablets	£	Digital Signatures	£
Veeam Back Up per Gb (above 250GB)	£		

PAYMENT TERMS
<p>Payment shall fall due on the 15th day of the month in which the invoice is rendered and shall be made by Direct Debit, save that Products supplied by Stonegate Technologies LLP to the Customer shall be subject to a deposit of 50% of the Price to be paid on placement of order with the balance payable by Direct Debit on either the first or the fifteenth day of the month following the date of delivery, as notified by Stonegate Technologies LLP.</p> <p>Non-Direct Debit payments are subject to a non-negotiable, monthly £15.00 administration charge; these payments should be made via BACS transfer – we longer accept cheque-based payments.</p>
<p>Payment by Direct Debit: Yes</p>

ADDITIONAL COMMENTS / NOTES:

MANAGED IT SUPPORT SERVICES

Stonegate Technologies LLP provides remote and on-site support and maintenance of computer and communications equipment, including server(s), PC(s), router(s), firewall(s) and IT network(s) to resolve technical problems in loss of functionality and service of those devices.

Stonegate Technologies LLP shall provide to the Customer the following, depending on the Managed IT Support Service highlighted below:

	ENHANCED	PREMIUM	ULTIMATE
Unlimited IT Support	✓	✓	✓
24-hour Monitoring	✓	✓	✓
Scheduled Visits [per year]	1	3	6
Response Time [Minutes]	90	60	30
IT Strategy Review	12-monthly	6-monthly	3-monthly
Management of 365	✓	✓	✓
Security Policy Management	✓	✓	✓
Managed Anti-Virus Software	✓	✓	✓
DNS Protection	✓	✓	✓
Interactive Signatures	✗	✓	✓

Service Levels

Stonegate Technologies LLP shall respond to 100% of Priority 1 and 95% of Priority 2 calls within the Response time stated above. The Response Time is calculated from the time that the call is logged with Stonegate Technologies LLP.

Priority 1 calls are defined as problems

- with a high impact on the Customer’s business;
- affecting connectivity of ALL users;
- preventing the Customer from providing services to their customer base;
- preventing completion of work to a committed deadline.

Priority 2 calls are defined as problems

- affecting individual users;
- affecting individual devices;
- whereby users can continue working, albeit with reduced resources.

Service Hours

The hours of service are from 8.00am to 6.00pm Monday to Thursday and 8.00am to 5.30pm on Fridays, excluding UK Bank Holidays.

Stonegate Technologies LLP offers an Out of Hours telephone support service to the Customer, covering weekends and Bank Holidays, which is charged at £150 per hour and can be accessed by contacting 01706 362130.

Otherwise, any Out of Hours work must be arranged at least one month in advance and will carry an additional charge.

Any such Out of Hour's work carried out by a technician supplied by or for Stonegate Technologies LLP to the Customer will be charged at £750 per day.

Customer Support

All support calls must be logged by the Customer with Stonegate Technologies LLP's Service Desk either by telephone or email using the details below, via Stonegate Technologies LLP's Customer Portal or via the Stonegate Interactive icon:

Service Desk Telephone Number:	01706 362130
Service Desk Email Address:	support@stonegateit.co.uk

All support calls received will be logged into Stonegate Technologies LLP's call logging system and an automated email and/or text-based notification will be sent to the Customer.

Stonegate Technologies LLP will assign the support calls to one of its technicians, after which a further automated email and/or text-based notification will be sent to the Customer.

In the first instance, all support calls will be investigated remotely by Stonegate Technologies LLP. If the issue cannot be resolved remotely, Stonegate Technologies LLP will arrange a visit to the Customer's site.

Some support calls may require Stonegate Technologies LLP to liaise with third parties, in respect of which Stonegate Technologies LLP reserves the right to make an additional charge to the Customer. Stonegate Technologies LLP shall not be held responsible for the response times of third-party organisations.

Service Performance

In the event that Stonegate Technologies LLP fails to adhere to the Service Level mentioned above, including a failure to adhere to the Response Time, the Customer shall report the failure to Stonegate Technologies LLP's Sales Operations Manager in writing.

DNS/Domain Transfer

The Customer agrees to the transfer of all existing DNS/Domains to Stonegate Technologies LLP in order to ensure access to any relevant records for the purposes of supplying the Service and/or Additional Services or making, effecting or managing any future changes. If the Customer does not comply, Stonegate Technologies LLP reserves the right to make an additional charge to the Customer for any work or services required to be carried out or obtained for or on behalf of the Customer for the above purposes.

TERMS AND CONDITIONS

1. Definitions

Additional Products & Services means those stated in the contract above.

Conditions means the terms and conditions set out in this document and any special terms and conditions agreed in writing between the Customer and Stonegate.

Consultant means Stonegate's employees and/or any subcontractors who have been assigned by the Supplier to carry out work in the execution of the Contract.

Contract means the contract above and Schedules attached hereto entered into between the Customer and Stonegate.

Customer means the person or business as stated in the Contract.

Customer Data means any information that is provided by or on behalf of the Customer to the Supplier as part of the Customer's use of the Services, including any information derived from such information.

Data Protection Legislation means up to but excluding 25th May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Delivery Date means the date specified by Stonegate when the Products and/or Services are to be delivered.

Personal Data means any personal data comprised in the Customer Data.

Price means the price of the Products and Services excluding carriage, packing, insurance, VAT and reasonable expenses as set out in the Contract.

Products means the items which the Customer agrees to buy from Stonegate as detailed in the Contract, including any Additional Products.

Schedules means the schedule(s) attached hereto as referred to in the Contract setting out details of any Additional Products & Services to be supplied by Stonegate to the Customer.

Services means the services which the Customer agrees to buy from Stonegate as detailed in the Contract, including any Additional Services.

Stonegate means Stonegate Technologies LLP being the supplier of the Products and Services stated in the Contract.

2. Background

- 2.1 Stonegate has agreed to provide, and the Customer has agreed to take and pay for the Products and Services subject to the Conditions.

3. Conditions Applicable

- 3.1 The Conditions shall apply to all contracts for the supply of Products and Services by Stonegate to the Customer to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport

to apply under any purchase order, confirmation of order or similar document.

- 3.2 If there is any inconsistency between any of the provisions of the Schedules and those of the contract above and / or the Conditions, the provisions in the Schedules shall prevail in relation to the Schedule in question.

- 3.3 All orders for Products and/or Services shall be deemed to be an offer by the Customer to purchase Products and/or Services pursuant to the Conditions.

- 3.4 Any advice or recommendation given other than by the Consultant to the Customer or its employees or agents as to the storage, application or use of the Products and/or Services is followed or acted upon entirely at the Customer's own risk.

- 3.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Stonegate shall be subject to correction without any liability on the part of Stonegate.

- 3.6 Subject as expressly provided in the Conditions all conditions, warranties, guarantees or other terms whether implied or expressed by Statute, Common Law, Trade Custom or otherwise, are hereby expressly excluded to the fullest extent permitted by law.

- 3.7 The expression "Stonegate" shall include any associated companies of the Stonegate Technologies LLP.

- 3.8 The expression "the Customer" shall include any associated companies of the Customer.

- 3.9 The headings to clauses herein are inserted for convenience of reference only and shall not in any manner affect the construction meaning or effect of anything herein contained or governs the rights and liabilities of the parties hereto.

4. Order & Specifications

- 4.1 The Customer shall be responsible to Stonegate for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer and for giving Stonegate any necessary information relating to the Products and/or Services within a sufficient time to enable Stonegate to perform the Contract in accordance with its terms.

- 4.2 If the Products and/or Services are provided by Stonegate in accordance with a specification submitted by the Customer, the Customer shall indemnify Stonegate against all loss, damages, costs and expenses awarded against or incurred by Stonegate in connection with or paid or agreed to be paid by Stonegate in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from Stonegate's use of the Customer's specification.

- 4.3 Stonegate reserves the right to make any changes in the specification of the Products and/or Services which are required to conform with any applicable statutory or EC requirements or, where the Products and/or Services are to be supplied to the Customer's specification, which do not materially affect their quality or performance.

- 4.4 If the order is cancelled by the Customer, the Customer shall indemnify Stonegate in full against all loss (including loss of profit), costs (including the cost of all labour and

materials used), damages, charges and expenses incurred by Stonegate as a result of cancellation.

5. Service Provision

- 5.1 Stonegate shall provide the above Products and Services to the Customer until expiry or termination of the Contract and will do so with all reasonable care and skill and substantially in accordance with the Contract.
- 5.2 In the event that Stonegate does not conform with Clause 5.1 above, it will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance.
- 5.3 Provided that it has no adverse effect on Stonegate's obligations under the Contract, Stonegate reserves the right to:
- 5.3.1 modify its' system, network, system configurations or routing configuration; or
 - 5.3.2 modify or replace any hardware or software in its network or in equipment used to deliver any Service over its network.
- 5.4 The Services shall not include any maintenance or support of hardware or software which is necessitated as a result of the following:
- 5.4.1 software which has been unlawfully obtained or is unregistered with Stonegate;
 - 5.4.2 improper operation of the supported hardware or software by the Customer, its' employees or agents;
 - 5.4.3 the operation by the Customer of third party software not supplied by Stonegate under the Contract;
 - 5.4.4 the operation by the Customer of a release or version of the supported software which is not current or is outside of the manufacturers recommended support timescales;
 - 5.4.5 interference with or alteration of the Services by the Customer or third parties not authorised or directed by Stonegate;
 - 5.4.6 the Customer's failure to operate the supported software and / or hardware in accordance with recommended operating procedures;
 - 5.4.7 the Customer's use of the Services, Products, hardware or software for a purpose for which they were not designed;
 - 5.4.8 the failure of the hardware on which the supported software has been operated;
 - 5.4.9 the failure or fluctuation of electric, power, air conditioning, humidity control or other environmental conditions;
 - 5.4.10 any fault in any attachments or associated equipment;
 - 5.4.11 any attempt by any person other than Stonegate's employees or agents to adjust, repair or maintain the hardware or software other than under Stonegate's explicit instruction;
 - 5.4.12 any head crash or failure of fixed or removable storage media;

5.4.13 recovery, re-configuration or reconstruction of any data relating to software lost, damaged or destroyed as a result of any unauthorised access or misuse of the hardware or software.

- 5.5 Where any of the events in Clause 5.4 occur, where requested by the Customer, Stonegate shall use its reasonable endeavours to resolve the issue in consideration for which it shall be entitled to make an agreed charge to the Customer.

6. Use of the Products / Services

- 6.1 The Customer shall not store, distribute or transmit any material through the Products and/or Services that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, harassing or racially ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images; and / or
 - (d) promotes unlawful violence, discrimination, based on race, gender, age, disability, sexual orientation, religion, belief, gender reassignment, or any other illegal activities.
- 6.2 The Customer shall remain responsible for the use of the Products and/or Services under its control, including any use by third parties (whether fraudulent or invited by the Customer).
- 6.3 The Customer shall not provide the Products or Services to third parties.

7. Pricing & Payment

- 7.1 The Customer shall pay to Stonegate the Price, fees, costs and charges set out in the Contract for the duration of the Term and any Replacement Term, subject to the clauses set out below.
- 7.2 Stonegate reserves the right to increase the Price on an annual basis with effect from the beginning of each Replacement Term in line with the percentage increase in the official UK Retail Price Index in the preceding 12-month period.
- 7.3 Stonegate also reserves the right to pass on to the Customer, upon Stonegate giving to the Customer 30 days' written notice, any increase in the price of supply of a product or service by a third party to Stonegate which Stonegate supplies to the Customer under the Contract.
- 7.4 The price of any Product or Services not stated in the Contract shall be Stonegate's quoted price, which shall remain valid for 30 days from the date stated on the quotation.
- 7.5 The Price is exclusive of VAT, which shall be due at the rate ruling on the date of Stonegate's invoice. The Price is exclusive of any charges that may be applied by third party companies.
- 7.6 Payment of the Price (net cash) and VAT shall be due on the fifteenth day of the month in which the invoice is rendered and shall be paid by Direct Debit, subject to Clause 7.7 below. Time for payment shall be of the essence. Stonegate shall be entitled to make a reasonable handling charge for any payments not made by Direct Debit.
- 7.7 Where Products are supplied by Stonegate to the Customer, the Customer shall pay a deposit of 50% on

placement of the order and the balance by Direct Debit on either the first or the fifteenth day of the month following the date of delivery, as notified by Stonegate Technologies LLP.

- 7.8 The Customer must notify Stonegate of any error or discrepancy in any invoice(s) as soon as reasonably practicable or in any event within 10 days of receipt of the invoice(s).
- 7.9 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 15% per annum above the applicable Bank of England base rate.
- 7.10 Non-payment of any invoice(s) in accordance with the Conditions shall permit Stonegate to (a) cease performance of the Contract without liability whatsoever and howsoever caused to the Customer and / or (b) terminate the Contract with immediate effect. Stonegate shall be entitled to recover from the Customer any and all commissions, legal fees, costs, disbursements, VAT, and all sums that Stonegate is required to pay in order to take any action to collect any monies owing to it by the Customer.
- 7.11 Stonegate reserves the right to amend the Price, and any other prices quoted, after acceptance of the Customer's order in respect of the following contingencies (a) alteration of design at the Customer's request (b) suspension of work on Customer's instructions or failure to give instructions, or where uncertainties or ambiguities exist in the instructions provided by the Customer (c) increased cost of labour and materials (d) cost of storage after the expiration of 45 days from the date when the Customer was notified that the Products are ready for despatch, and / or (e) any loss or damage suffered after the Products have been delivered to the Customer.
- 7.12 The Price does not include the provision of additional or replacement hardware or software required by the Customer to be provided by Stonegate either as a result of breakdown or any upgrade or replacement requirement. Stonegate shall however be entitled to provide a related quotation for such items to the Customer as and when necessary.

8. Delivery

- 8.1 Delivery of the Products and/or Services shall be made to an address stipulated by the Customer on the Delivery Date. The Customer shall make all arrangements necessary to take delivery of the Products and/or Services whenever they are tendered for delivery.
- 8.2 While every effort is made to effect delivery at any prescribed time Stonegate cannot accept liability for any loss or expense arising from delay in delivery for whatever reason.
- 8.3 Risk of damage to or loss of the Products shall pass to the Customer at the time of delivery or if the Customer wrongfully fails to take delivery of the Products at the time the Stonegate tendered the Products for delivery notwithstanding property in the Products may have remained with Stonegate pursuant to the Conditions.

9. Intellectual Property Rights

- 9.1 Unless agreed in writing between Stonegate and the Customer, all copyright and other intellectual property rights in work, documents, software, data, papers, or other material produced by Stonegate for the Customer

belong to Stonegate subject only to the right of the Customer to use the same pursuant to the Contract.

- 9.2 All copyright and other intellectual property rights relating strictly to the Customer's business shall at all times be retained by the Customer.

10. Property

- 10.1 Notwithstanding delivery and the passing of risk in the Products, or any other provision of the Conditions, the property in the Products shall not pass to the Customer until Stonegate has received in cash or cleared funds payment in full.
- 10.2 Until such time as the property in the Products passes to the Customer, the Customer shall hold the Products in a fiduciary capacity and as bailee for Stonegate and shall keep the Products separate from those of the Customer and third parties and properly stored, protected and insured and identified as Stonegate's property, but, subject to the below, the Customer shall be entitled to resell or use the Products in the ordinary course of its business, but shall account to Stonegate for the proceeds of sale or otherwise of the Products, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 10.3 Any products which are loaned to the Customer by Stonegate shall remain the property of Stonegate and shall be returned upon termination of the Contract. Stonegate reserves the right to charge the Customer for the cost of repair and / or replacement where any such Products are damaged, lost or unreturned.

11. Data

- 11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 11.2 The parties acknowledge that:
- 11.2.1 if the Supplier processes any personal data on the Customer's behalf when performing its obligations under the Contract, the Customer is the data controller and the Supplier is the data processor for the purposes of the Data Protection Legislation (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation);
- 11.2.2 the Personal Data may be transferred or stored outside the EEA or the country where the Customer is located in order to carry out the Services and Stonegate's other obligations under the Contract.
- 11.3 Without prejudice to the generality of Clause 11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Stonegate for the duration and purposes of the Contract so that Stonegate may lawfully use, process and transfer the Personal Data in accordance with the Contract on the Customer's behalf.

11.4 Without prejudice to the generality of Clause 11.1, Stonegate shall, in relation to any Personal Data processed in connection with the performance by Stonegate of its obligations under the Contract:

11.4.1 process that Personal Data only on the written instructions of the Customer unless Stonegate is required by the laws of any member of the European Union or by the laws of the European Union applicable to Stonegate to process Personal Data (Applicable Laws). Where Stonegate is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Stonegate shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Stonegate from so notifying the Customer;

11.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Stonegate, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

11.4.3 not transfer any Personal Data outside of the EEA unless the following conditions are fulfilled:

- (i) the Customer or Stonegate has provided appropriate safeguards in relation to the transfer;
- (ii) the data subject has enforceable rights and effective legal remedies;
- (iii) Stonegate complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) Stonegate complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of Personal Data;

11.4.4 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory

authorities or regulators;

11.4.5 notify the Customer without undue delay on becoming aware of a Personal Data breach;

11.4.6 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the Personal Data; and

11.4.7 maintain complete and accurate records and information to demonstrate its compliance with this clause.

11.5 The Customer does not consent to Stonegate appointing any third party processor of Personal Data under the Contract.

11.6 The Supplier shall follow its archiving and security procedures for Customer Data.

11.7 Stonegate shall promptly notify the Customer in writing of any actual or suspected loss or damage to the Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest backup of such Customer Data. Stonegate shall not be responsible for any loss, destruction, alteration or unauthorised access to or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Stonegate to perform services related to the Customer Data and the Contract). This Clause is without prejudice to the generality of Clause 11.1.

12. Confidentiality

12.1 All facts relating to the business, products and services including oral information, written information recorded in any other media which is disclosed by Stonegate and the Customer to each other shall be treated as confidential in perpetuity even where the Contract is terminated for whatever reason, save where the same (a) is or becomes public knowledge other than by breach of this clause (b) is in the possession of the receiving party without restriction before the date of receipt from the disclosing party, and / or (c) is obtained from a third party who is lawfully authorised to disclose the same.

12.2 A party may only disclose the information disclosed by the other party set out in Clause 12.1 to the extent that it is required to be disclosed by law, by any governmental or other regulatory authority or by court or other authority of competent jurisdiction.

13. Supervision by the Customer

13.1 The Customer undertakes to provide all necessary and sufficient supervision and verification of the Services as provided by the Stonegate and/or Consultant in accordance with the advice and recommendations given by the Stonegate and/or the Consultant.

14. Warranties and Force Majeure

14.1 The parties warrant that they shall comply with any applicable laws in performing their obligations under the Contract.

14.2 The parties warrant that they own or have valid licences, consents, permissions and rights to use and where

necessary to licence to each other any materials, rights or things reasonably necessary for the fulfilment of their obligations under the Contract and that they shall not infringe the rights of any third party.

- 14.3 Neither party shall be liable to the other party or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the obligations under the Contract, if the delay or failure was due to any cause beyond the reasonable control of the other party, without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond reasonable control but not as a conclusive list:

- 14.3.1 act of God, explosion, flood, tempest, fire or accident;
- 14.3.2 war or threat of war, sabotage, insurrection, riot, civil disturbance or requisition;
- 14.3.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.
- 14.3.4 import or export regulations or embargoes;
- 14.3.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Stonegate or of a third party);
- 14.3.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 14.3.7 power failure or breakdown in machinery.

- 14.4 Any products, including the Products, supplied and installed by Stonegate may be covered by a manufacturer's warranty. In that circumstance, Stonegate will liaise with the manufacturer on behalf of the Customer to effect the supply of a replacement for any part that fails during the warranty period. If the manufacturer's warranty does not provide for on-site repair or replacement, the Customer agrees to reimburse Stonegate at the standard rate (or any other rate agreed in writing in advance) for any engineer's time spent removing the faulty part and installing the replacement.

15. Limitation of Liability

- 15.1 This Clause sets out the entire financial liability of Stonegate (including any liability for acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

- 15.1.1 any breach of the Contract;
- 15.1.2 any use made by the Customer of the Products or Services;
- 15.1.3 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in the connection with the Contract.

- 15.2 Except as expressly and specifically provided for herein, the Customer assumes sole responsibility for results obtained from the use of the Products and Services and for the conclusions draw from such use. Stonegate shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Stonegate by the Customer in connection with the Products and Services or any actions taken by Stonegate at the Customer's direction.

- 15.3 Nothing in the Conditions excludes or limits the liability of Stonegate for:

- 15.3.1 death or personal injury caused by Stonegate's negligence;
- 15.3.2 fraud or fraudulent misrepresentation; or
- 15.3.3 any other liability which cannot lawfully be excluded or limited.

- 15.4 Stonegate shall not be liable, whether in contract, tort (including for negligence), breach of statutory duty, misrepresentation (whether innocent or negligent), restitution or otherwise for:

- 15.4.1 any loss due to the stoppage of plant, machinery or apparatus of any description or to any consequential damage, or loss, direct or indirect, however caused;
- 15.4.2 any losses suffered or incurred by the Customer due to any business interruption whether caused directly or indirectly as a result of the Customer not being able to access the Customer's data in any circumstances where the inability to do so is not attributable to the actions of the Stonegate or is beyond the control of Stonegate;
- 15.4.3 any losses suffered or incurred by the Customer where they occur wholly or partially as a result of cybercrime, malware, spyware, spam, phishing, pharming and / or due to the Customer's user error, including the related acts or omission of the Customer's employees and / or agents;
- 15.4.4 any loss of profits, loss of business, loss of data, loss of opportunity, loss of any anticipated savings, loss of time, wasted expenditure, depletion of goodwill or similar losses, or pure economic loss, or for any indirect or consequential loss, costs, damages, charges or expenses however arising in connection with the performance of the Contract.

- 15.5 Subject to the above, Stonegate's total aggregate liability to the Customer in connection with the performance of the Contract shall not exceed the amount of £2million (two million pounds).

16. Consultants

- 16.1 Consultants provided by Stonegate are and remain to be employees, agents or servants of Stonegate and nothing in the Contract shall give rise to a claim by the Customer or the presumption that the Consultant is an employee, agent or servant of the Customer.

17. Non-Solicitation

- 17.1 The parties shall not for a period of 12 months from the expiry of the Contract, howsoever occurred, endeavour to entice away from the other party or offer to employ any person who is employed by the other party at any time during the course of the Contract.

18. Insolvency

18.1 Should the Customer default, suspend or threaten to suspend payments of its debts, be unable or deemed unable to pay its debts as they fall due, become bankrupt, go into liquidation or become subject to a receivership or make a voluntary arrangement with its creditors or become the subject of an administration order; or if the Customer ceases or threatens to cease carrying on business or if Stonegate reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly, Stonegate may, at its option, cancel any undelivered portion of the Contract but shall be entitled to claim for any loss or damage sustained in consequence of non-completion of the Contract.

19. Mitigation

19.1 Each party has a duty to mitigate any losses that are or may be suffered by it as a result of a breach of any of the Conditions by the other party.

20. Severance

20.1 If any provision or part-provision of the Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Conditions.

20.2 If any provision or part-provision of the Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. Entire Agreement

21.1 Each party acknowledges that the Conditions contain the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it. Nothing in this clause shall limit or exclude any liability for fraud.

22. Miscellaneous

22.1 No one other than a party to the Contract, their successors and assignees shall have any right to enforce any of its terms.

22.2 Any notice required or permitted to be given by either party to the other party under the Conditions shall be in writing and shall be delivered by hand or sent by pre-paid first class post or other next working day delivery service providing proof of postage addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. For the purposes of this Clause, "writing" shall not include e-mail.

22.3 The Contract and any dispute arising out of or in connection with it or its subject matter or formation

(including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and each party agrees to submit to the non-exclusive jurisdiction of the English Courts.

23. Term and Termination

23.1 The Contract shall run for the Term stated in the Contract subject to the below.

23.2 Upon expiry of the Term, the Contract shall automatically renew for successive 12-month terms thereafter (each a Renewal Term) unless and until terminated in accordance with the below.

23.3 A party may cancel the Contract by providing to the other party 90 days' prior written notice to expire at the end of the Term or, if expired or there are less than 90 days remaining before the expiry of the Term, the end of the Renewal Term. If there are less than 90 days remaining before the end of the current Renewal Term, the notice shall expire at the end of the next Renewal Term.

23.4 In the event that notice is provided in accordance with the above, the Customer shall be required to make payment to Stonegate for all monies due or becoming due up to and including the date of termination.

23.5 In the event that notice is not provided in accordance with the above, the Customer shall be required to make payment to Stonegate for:

23.5.1 where there are 90 days or more of the Term remaining, all monies due or becoming due up to the end of the Term;

23.5.2 where there are less than 90 days of the Term remaining, or where the Term has expired, all monies due or becoming due up to the end of the Renewal Term;

23.5.3 where there are less than 90 days of the current Renewal Term remaining, all monies due or becoming due up to the end of the next Renewal Term.

23.6 Either party may terminate the Contract at any time by providing written notice to the other party where:

23.6.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or

23.6.2 the other party commits a series of breaches of the Contract, which are individually not material but which occur sufficiently often to have, in aggregate, the effect of being a material breach.

23.7 Termination of the Contract shall not prejudice or affect any right of action or remedy of either party which may have accrued up to the date of termination.

23.8 On termination of the Contract:

23.8.1 Stonegate and the Customer shall each promptly return to the other any materials or equipment belonging to the other which was delivered under or in connection with the Contract;

23.8.2 the Customer shall pay all monies due under the Contract to Stonegate up to and including the

- date set out above in Clause 23.5 by Direct Debit no later than 28 days before such date;
- 23.8.3 any hosting services provided by Stonegate to or for the Customer will be transferred to the Customer or the Customer's nominated provider, in consideration for which Stonegate shall be entitled to charge to the Customer a reasonable fee, such fee to be agreed and paid by Direct Debit no later than 28 days before the date set out above in Clause 23.5.
- 23.8.4 in the event that the Contract is terminated by the Customer and any sums due from the Customer pursuant to Clauses 23.8.2 and / or 23.8.3 above remain unpaid 21 days before the expiry of the Term or the Replacement Term as applicable, the notice of termination shall be deemed to be void and the Contract will continue in accordance with Clause 23.2 above.

24. Waiver

- 24.1 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law, including the continued provision of Products and Services by Stonegate, the Consultant, or the Stonegate's agents or servants, shall constitute a waiver of that right or remedy or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict further exercise of that or any other right or remedy.

25. Service

28. Signature

I hereby confirm my agreement to the Conditions set out in the document which I have read and understood.

SIGNED on behalf of Customer:

SIGNED on behalf of Stonegate Technologies LLP

Date Signed:

Date Signed:

IT ASSET REGISTER

Complete list of assets and users to be provided below

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Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form and send it to:

Stonegate Technologies LLP
 279 Helmshore Road
 Haslingden
 BB4 4DJ

Name(s) of Account Holder(s)

Bank or Building Society account number

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Branch Sort Code

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Name and full postal address of your Bank or Building Society

To The Manager:
 _____ Bank/Building Society
 Address _____

 _____ Postcode _____

Reference Number

Service User Number

2	7	5	2	3	3
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For FastPay Ltd Re Stonegate Technologies LLP Official Use Only

This is not part of the instruction to your Bank or Building Society

Dear Customer: Please Complete Below for Our Records

Name _____
 Address _____

 Postcode _____
 Phone _____
 Email _____

Instruction to your Bank or Building Society

Please pay FastPay Ltd Re Stonegate Technologies LLP Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee.

I understand that this instruction may remain with FastPay Ltd Re Stonegate Technologies LLP and, if so, details will be passed electronically to my Bank/Building Society

Signature(s)

 Date _____

Banks and Building Societies may not accept Direct Debit instructions for some types of account

This Guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- * This Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits.
- * If there are any changes to the amount, date or frequency of your Direct Debit, FastPay Ltd Re Stonegate Technologies LLP will notify you five working days in advance of your account being debited or as otherwise agreed. If you request FastPay Ltd Re Stonegate Technologies LLP to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- * If an error is made in the payment of your Direct Debit by FastPay Ltd Re Stonegate Technologies LLP or your Bank or Building Society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when FastPay Ltd Re Stonegate Technologies LLP asks you to.
- * You can cancel a Direct Debit at any time by simply contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.