



Terms and Conditions

These Terms and Conditions shall be deemed to be incorporated and apply to the Agreement made between ARC-IT Business Solutions Limited, here after referred to as “ARC” and the “Customer” in relation to the provision of “services”. References to “we” shall mean ARC and references to “you” shall mean you as the Customer or to any associated third party to whom you have directed that we shall provide services

1 DEFINITIONS

- 1.1 ‘Agreement’: means the contract between ARC and the Customer which comprises these Terms and Conditions and the Services Schedule.
- 1.2 ‘Best Endeavours’: means that ARC will do all that it reasonably can to the extent that it remains commercially viable for ARC to do so within the context of the contractual value of the Service to which such best endeavours provision applies.
- 1.3 ‘Charges’: means the charges for Services detailed in Services Schedule and any supplementary charges resulting from the Customer’s request of ARC to perform work or provide equipment not covered by this Agreement at its inception.
- 1.4 ‘Confidential Information’: means all information which is marked or notified to the receiving party as being confidential, together with any other information which in the normal course of business would be considered to be of a confidential nature. Such information shall include but not be limited to unpublished information relating to either Party’s technology, know-how, intellectual property, business plans, personnel, sales, marketing, finances or any such information relating to either Party’s suppliers, sub-contractors or customers, in addition to physical and data access passwords and codes received or acquired in the fulfilment of Services under this Agreement.
- 1.5 ‘Customer Equipment’: means the hardware and software which the Customer uses or supplies to enable the Services to be provided.
- 1.6 ‘End User’: means a person who has at any time has been identified by the Customer to ARC as an authorised End User.
- 1.7 ‘Intellectual Property Rights’: means all copyrights, patents, registered and unregistered design rights, trademarks and service marks and applications for any of these, together with all database rights, trade secrets, know-how and other intellectual property rights in all parts of the world.
- 1.8 ‘Normal Business Hours’: shall mean Monday to Friday, 09:00 to 17:30 GMT (and GMT+1 during British Summer Time).
- 1.9 ‘Services’: means the services provided by ARC as defined within each Service Definition.
- 1.10 ‘Staff’: means any individual provided by ARC to perform the Support Services.
- 1.11 ‘Support Services’: means the support services including Managed Services to be provided by ARC as described in Contract Schedule.
- 1.12 ‘Supplier’: means ARC-IT Business Solutions Ltd.
- 1.13 ‘Force Majeure’: means an event that is beyond the reasonable control of the parties



2 SERVICE PROVISION

- 2.1 In consideration of the Customer's payment of the charges, ARC agrees to provide the Services as defined in the Service Schedule subject to and in accordance with the provisions of this Agreement.
- 2.2 If the Customer wishes ARC to perform any additional ad-hoc service or equipment supply which is not detailed in Services Schedule ARC may carry out that supply at its sole option and the Customer will be charged separately for it at the standard labour rates or at the price agreed at the time of Customer order.
- 2.3 ARC will assign appropriately qualified Staff to provide the Support Services or any part of them.
- 2.4 All support incidents and requests reported by telephone or email to ARC under this Agreement will be logged using ARC's internal tracking system and the Customer will be given a log number in relation to each incident/request.
- 2.5 ARC will respond to your incident or request in line with the targets contained within the Service Definition document and will use Best Endeavours to resolve your incident or request within that timeframe. Customer acknowledges that ARC may not successfully diagnose or correct all incidents.
- 2.6

3 TERM

- 3.1 The Agreement shall commence on the Effective Date (hereinafter called the 'Term') and shall automatically renew for a further 12 months term thereafter, unless either party gives notice in writing to the other at least 90 days prior to the end of the then current term to terminate.



4 THE CUSTOMER'S OBLIGATIONS

- 4.1 The Customer will use the Services solely for its normal commercial business.
- 4.2 The Customer acknowledges and undertakes that it:
 - 4.2.1 will use the Services only for lawful purposes and in accordance with this Agreement; and
 - 4.2.2 will comply in every respect with all reasonable instructions which ARC provides concerning the Services; and
- 4.3 Unless specified in Services Schedule the Customer is responsible for acquiring and maintaining all licences and permissions necessary in respect of any third party software it may use in connection with the Services or any activity it conducts that requires licensing. The Customer confirms that any Customer Equipment, Customer Information or other materials provided by the Customer to ARC or utilised by the Customer in the Services shall not infringe any Intellectual Property Rights of any third party, shall not be obscene or defamatory and shall not violate the laws or regulations of any state which may have jurisdiction over such activity.
- 4.4 If, for the purpose of providing the Services, it is necessary or desirable for ARC to access or use any Customer Equipment, Customer Information, facilities or services, the Customer shall make access to these available to ARC free of charge to enable ARC to perform its obligations under this Agreement and the Customer grants to ARC a non-exclusive, royalty-free licence solely for such purposes.
- 4.5 The Customer shall be responsible for any costs it incurs in providing:
 - 4.5.1 PCs, modems, printers or other equipment which may be necessary to access and use the Services; and
 - 4.5.2 Communication charges, access fees, levies, tariffs or other related costs, between the Customer and ARC or its End Users or the internet host or anyone else including the cost of connectivity of the Customer Equipment to the internet; and
 - 4.5.3 Installation and testing of any communications lines, links or interfaces or any equipment or service used in connection with the Services.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 Neither ARC nor the Customer will acquire any right, title or interest in the other's Intellectual Property Rights.

6 LIMITATION OF LIABILITY

- 6.1 Neither ARC nor the Customer will be liable to the other for any loss of profits, business, revenue, or damage to goodwill.



7 SEVERABILITY

- 7.1 In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in force.

8 CONFIDENTIALITY CLAUSE

- 8.1 The Parties undertake to treat all information, data and documentation that they have become aware of during the Contract as Confidential Information and take responsibility to keep them confidential. The parties undertake to maintain the strict confidentiality and not to disclose Confidential Information to any third party, unless expressly permitted by this Contract or with the prior written consent of the parties.

9 FORCE MAJEURE

- 9.1 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Agreement (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event.

10 GOVERNING LAWS

- 10.1 The agreement is governed by English law and comes under the jurisdiction of the English courts.