Regis IT Ltd Agreement Addendum
IT Support Terms & Conditions

Regis IT Limited has agreed to provide to the Customer certain services in respect of the support and maintenance of the computer software applications, and the computer hardware equipment upon which such applications are installed, on the terms and conditions set out in this Agreement.

A-IT 1. Definitions

All previous definitions in this agreement are utlised in conjunction with this Addendum in relation to the IT Support service, unless the context otherwise requires:

1.1 *Agreement:* means The General Agreement in full inclusive of all addendums, Schedules and relevant terms, conditions and applicable application form and Acceptable Use Policy;

1.2 *Commencement Date:* means the date when the Customer first receives the Service.

1.3 *Customer:* refers to the client end user.

1.4 *Customer Equipment:* means equipment belonging to the Customer and included in the support contract.

1.5 *Minimum Period:* means ninety (90) days unless otherwise stated within this addendum.

1.6 *Services:* hereafter and related to this addendum means those support services as described in the Schedule together with any increased or improved services of such a nature that may be provided by the Company.

1.7 *Support Software:* means any software applications provided by Regis IT or any third party to the Customer at the Premises to enable provision of the Service;

1.8 *We/Our/Us:* refers to Regis IT.

A-IT 2. General

2.1 References to clauses and sub-clauses are, unless otherwise stated, references to clauses and sub-clauses within this Agreement.

2.2 The headings within this Addendum are for convenience only and shall not affect its interpretation.

A-IT 3. Provision of Service

3.1 Regis IT will provide the Service to the Customer in accordance with the Conditions of this Agreement and addendums and within the Term and Conditions found on the Regis IT website.

3.2 Regis IT shall use our reasonable endeavours to make available to the Customer at all times the Services.

3.3 Except as otherwise expressly permitted in these Conditions, and in addition to other restrictions herein, the Customer may not:

3.3.1 Transfer rights to the use of the Service to any third party, whether in whole or in part;

3.3.2 Disclose Service features to any third party without the prior written consent of Regis IT;

3.3.3 Use the Service except in conjunction with Regis IT recommended operating environment, notified by Regis IT or modify the Service without Regis IT's prior written consent.

3.3.4 Regis IT shall reserve the right to suspend the Services at any time and for any reason, if deemed necessary, without notice. If such suspension occurs and lasts or is to last for more than 7 days you will be notified of the reason.

3.4 Regis IT may occasionaly have to interrupt the Service or change the technical specification of the Service for operational reasons or because of an emergency. Regis IT will give the Customer as much notice as possible of any planned interruption of the Customer's Service. Regis IT shall not, in any event, be liable for interruptions of Service or down-time of Customer Equipment incurred by you or third parties. In these circumstances the Customer shall have no claim against Regis IT for any such interruption.

A-IT 4. Service Level Agreement

4.1 The Service Level Agreement hereinafter referred to as the SLA sets out our aims with regard to the level of service provided.

4.2 Our failure to provide meet an aim set out in the SLA will not constitute a breach of this contract.

4.3 In the event that the Customer wishes's to make a claim for a service credit in accordance with the SLA. The Customer will notify Regis IT including full details of and the time at which the incident occurred within 7 days of the incident to which the claim relates occurring.

4.4 Regis IT reserves the right to determine whether any service credit is due.

4.5 Should Regis IT determine that a service credit is due, it will be provided in the form of additional days of service up to a maximum of 30 days in any 30 day period. Only charges for the basic Service will be waived as a result of a service credit under the SLA. Charges for domain names, additional data transfer and optional extras added to the Service will not be waived. Service credits will not be provided in the form of cash or equivalent.

A-IT 5. Support Software

5.1 The Customer is granted a non-transferable, nonexclusive license to use the Support Software, in object code form only for internal needs, solely on the Customer Equipment defined in the Schedule, and in conjunction with the Services.

5.2 The Customer agrees not to:

6.2.1 Copy the Software.

6.2.2 Reverse engineer, decompile, disassemble or otherwise attempt to derive source code from the Software.

6.2.3 Sell, lease, license, transfer or sublicense the Software or the documentation.

6.2.4 Write or develop any derivative or other software programs, based, in whole or in part, upon the Software provided by Regis IT.

5.3 Any third party software is supplied to the Customer on the basis of the relevant third party's license terms with which you agree to comply.

5.4 The Customer is solely responsible for virus scanning the Software and Regis IT gives no warranty that the Software will be free from viruses.

A-IT 6. Support and Management Services

6.1 We will install the Support Software onto the Customer Equipment defined in the Schedule.

6.2 The Company will provide the Customer with such technical advice by telephone, email or web support portal as shall be necessary to resolve the Customer's difficulties and queries in using the Customer Equipment and/or

supported operating systems as defined in the Schedule.

6.3 We will endeavour to apply security patches or take mitigating action such as blocking certain network traffic to maintain the integrity of the Customer Equipment when we are made aware of security vulnerablity in supported operatring systems which we deem a threat. We do not warrant that the Software will be free from defects or vulnerablities nor that supported operatring systems will be free from unauthorised users or hackers.

6.4 We are not obliged to:

6.4.1 install onto the Customer Equipment any additional software or modify the configuration of existing software;

6.4.2 fix any hardware related problems;

6.4.3 fix or advise on any matters not related to the supported Customer Equipment;

6.4.4 fix or otherwise advise on recurring problems where previous recommendations have not been implemented;

6.4.5 offer technical support for application specific issues such as specialised business applications or any other such issue;

The Customer acknowledges that should we agree to do so, a separate charge may be made.

6.5 We may at any time and from time to time improve, correct or otherwise modify all or any of the Services (including substituting support software with software of similar specification) provided that such modification does not materialy affect provision of the Services to the Customer. We will endeavour to give you reasonable notice of any such modification, where this is reasonably practicable.

A-IT 7. Customer Obligations

7.1 Provision of the service requires remote internet access to the supported Customer Equipment at all times.

7.2 The Customer shall:

7.2.1 grant access to premises and/or systems at all times for support and maintenance;

7.2.2 make hardware accessible to the Company's support staff, and when required enable logons or passwords required for such support staff;

7.2.3 permit the Company to install the current version of support software from time to time when upgrades or fixes occur;

7.2.4 provide a reasonable level of assistance/access in implementation of software upgrade or other such support activities as may be required from time to time including, but not limited to, providing sample output and other diagnostic information;

7.2.5 provide notice of intention to change hardware or operating system or internet access provider.

7.2.6 ensure that access to the Customer Equipment be limited to authorised employees and contractors and only those employees and contractors competent in operating the Customer Equipment.

7.2.7 be responsible for the proper care and housing of all Customer Equipment. The Company does not accept responsibility for problems caused as a result of poor housekeeping by the Customer.

7.2.8 report any defect occurring to the Customer Equipment within 3 working days of the defect becoming apparent;

7.2.9 ensure the proper operation of any anti-malware software installed on the Customer Equipment and take all reasonable preacautions against downloading or otherwise installing harmful software.

A-IT 8. Data Backup

8.1 Unless Customer purchases a data backup product as an additional cost option, we will make no backups of the data stored on the Customer Equipment.

8.2 If the Customer purchases a data backup product, we will endeavour to make backups of the data stored on the Customer Equipment and make them available to you in accordance with the specification of the data backup product. However, we do not warrant that any data will be backed up correctly, or that any successful restoration of data will be possible.

8.3 Regardless of whether you purchase a data backup product, we shall have no liablity for any loss or damage to any data stored on the Customer Equipment or backup mediums.

A-IT 9. Risks

9.1 The Customer acknowledges that, by definition, access to the Internet and other communication media is associated with risks concerning authentication, data security, privacy, availablity of services, reliablity of transmission etc. The Customer agrees to accept full responsiblity arising from such risks and the consequences of the usage of the services and related services herein.

A-IT 10. Customers Liability

10.1 The Customer agrees to abide to all laws and regulations applicable to the services provided to him. The Customer shall be liable for all consequences and costs arising out of any breaches against such law or regulations perpetrated by him, or under his direction or on his behalf.

10.2 The Customer acknowledges and warrants that the Service shall be used in the way intended and defined within this agreement and related addendums. Therefore the Customer shall comply with all relevant rules and regulations as in defined in clauses herein, regarding treatment, use and exploitation of private personal data and other personal information.

10.3 The Customer hereby agrees to indemnify and hold Regis IT and its subsidiaries, affliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including in particular, without limitation, reasonable legal fees, made by any Person or Persons due to or arising out of the Customers services, use of the services, connection to the Services, breach of this Agreement and or the Customers violation of any rights of any other Person or Persons.

A-IT 11. Pricing and Payment

11.1 Regis IT shall provide the Customer with the Service for the fees as set out in the Schedule. These fees are payable in advance from the start of the Minimum Period of service. Payment will be due on the date specified on the invoice.

11.2 Subject to our discretion we will invoice you with credit terms of 30 days net. Regis IT may charge interest on all outstanding amounts on a daily basis at the rate of 3% per annum above the HSBC base lending rate, from the date

of the invoice until the date of actual payment or judgement has been enforced.

11.3 We reserve the right to change the rates at any time. Pricing is guaranteed for the Minimum Period, any changes made will be made after the Minimum Period. Any installation fee as specified in the Schedule is payable in advance.

11.4 In the event that the we increase our fees, you will receive prior notice as determined within the agreement.

11.5 Payment is due each anniversary month, quarter or year following the date the Services were established until termination notice is given in accordance with these terms.

11.6 Payment terms for the services are as defined in clause 3 of Regis IT's General Terms and Conditions.

A-IT 12.   Duration and Termination

12.1 This Addendum shall come into force on the date hereof and continue thereafter unless and until terminated by either party in reference to clause 22 of the General agreement including sub clauses.

12.2 We reserve the right to suspend the Services and/or terminate this Agreement forthwith without notice to you if you:

13.2.1 Fail to pay any sums due to Regis IT by due date determined by invoice or in writing.

13.2.2 Break any of these terms and conditions.

13.2.3 If the Customers company or the Customer as an individual or a Sole trader go into insolvent, liquidation and or the appointment of an administrator, administrative receiver or enter into a voluntary arrangement with your creditors.

12.3 No refunds will be made under any circumstances for Services suspended in accordance with these terms.

12.4 The Customer may cancel the Services at any time after the Minimum Period in writing or by email with a read receipt by giving not less than 30 calendar days notice of termination.

12.5 On termination of this Agreement or suspension of the Services:

12.5.2 we shall be entitled to stop access to the Services and to remove all support software from the Customer Equipment.

12.5.3 any license fees on supplied annual software subscriptions, such as but not limited to anti-virus software, must be paid in full at a rate of 1/12th of the annual subscription fee for each month remaining on a notional annual subscription dated from when the software subscription commenced up to and including the date by which the term is concluded.

A-IT 13.   Customer's Confidential Information

13.1 The Company shall be entitled to identify the Customer as a Customer in the Company's publicity materials, subject to the Customer's prior written approval on each publicity document.

13.2 Subject to clause 13.1, the Company shall treat as confidential all information supplied by the Customer under this Agreement which is designated as confidential by the Customer, or which is by its nature is clearly confidential, provided that this clause shall not extend to any information which was rightfully in the possession of the Company prior to the commencement of the negotiations leading to this Agreement, or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).

13.3 The Company shall not divulge any confidential information to any person except to its own employees and contractors, and then only to those employees/contractors who need to know the same.

13.4 The Company shall ensure that its employees/contractors are aware of and comply with the provisions of this clause.

13.5 The foregoing obligations shall survive any termination of the services.

A-IT 14.   Agency, Partnership

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

A-IT 15.   Sub-contracting

The Company may perform any or all of its obligations under this Agreement through agents or subcontractors, provided that the Company shall remain liable for such performance and shall indemnify the Customer against any loss or damage suffered by the Customer arising from any act or omission of such agents or sub-contractors, subject to the liability limitations defined in our General terms and conditions.