

Where the context admits: "I", "We", "our" & "us", "Grabzoom" This refers to: "Grabzoom Limited. United Kingdom". "You", "Client" and "Customer" refers to you as an individual or your business that have asked us to give you telephone or remote support or to visit your location without there being a current support contract in place between you and us.

This Terms of use Agreement ("Agreement") sets forth the legally binding terms for your use of our support services. By using the service, you agree to be bound by this Agreement. You are only authorised to use the Service if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully and save it. If you do not agree with it, you must discontinue requesting the use of our support services.

We may modify this Agreement from time to time and such modification shall be effective immediately upon placing it on our website. We will inform users via email about any such modifications where practical to do so.

You agree to be bound to any changes to this Agreement when you use the Support Service after the modification has been applied to our website or emailed to you.

1. DEFINITIONS

Support Service or incident means but is not limited to:

- (a) Initial investigation and assessment of Incidents either over the telephone, via remote access tools, via email or other electronic communications or on-site (to include liaising with users to obtain the relevant detail, monitoring software and log error analysis);
- (b) Prioritisation of Incidents on-site;
- (c) Logging of Incidents in our helpdesk system;
- (d) Providing Incident feedback to users and appropriate workarounds on how to fix incidents;
- (e) Distribution of 3rd Party Software patches (if any) to you;
- (f) Supplying details on the provision of new software, if required;
- (g) determining as much information as possible in relation to the Incident and logging/tracking the escalation of support items to 3rd and 4th Line Support where they remain unresolved);
- (h) Interfacing between End User and 3rd and 4th Line Support;
- (i) Monitoring Software in operation;
- (j) Providing information, gathering diagnostics and implementing patches;
- (k) Completing and closing the incident ticket;
- (l) Closing Incidents;
- (m) The provision of temporary or permanent corrections to your equipment where Incidents have been and where such correction demands the modification of source code held under version control by us;
- (n) The provision of information on known 3rd Party Software problems and available modifications or avoidance actions to 1st and 2nd Line Support;
- (o) The provision of support documentation, tools and utilities;
- (q) The provision of consultancy services and advice to you;
- (r) Providing estimates on the length of time to correct non-trivial Incidents;
- (s) Developing and issuing emergency patches.

Customer or Client means the individuals or business entity contacting us.

Equipment means the computers and operating system hardware, network and all other system hardware, of various specifications, provided, owned and maintained by the Customer, the adequacy of which the Customer warrants as enabling optimal performance of the systems that we have agreed to provide help and assistance with.

Expenses means travel, subsistence and other out-of-pocket expenses incurred by us in respect of the provision of the Support Services. We reserve the right to charge the Customer for all expenses incurred, provided that we obtain the prior written consent of the Customer before incurring any such expenses. Expenses will typically relate to instances where we are required to travel outside London to provide the Support Services and shall be invoiced at cost.

Incident means a problem, issue or query, interruption or reduction in quality or productivity with regard to the customer's IT equipment

Hourly Rate means 1 man hour of our labour or part thereof, Monday-Friday during the Service Hours, excluding Public Holidays. A minimum charge of 1 man hour of labour is in place, even if we don't use the full man hour addressing the incident. This rate is set out by us in the Current Charges Section

Man Day means 7 hours per day, Monday-Friday during the Service Hours, excluding Public Holidays.

Man Day Rate means the time and materials charging rate set out by us in the Current Charges Section, chargeable per Man Day exclusive of VAT (which, where applicable, shall be invoiced in addition at the then prevailing rate) and exclusive of Expenses (which, where applicable, shall be invoiced in addition at cost).

Overtime Rate means the Man Day Rate or Man Hour Rate multiplied by 100%, for each hour (or part hour worked) with the minimal chargeable rate of one hour even if we don't use the full first hour, plus VAT and expenses.

3rd Party Software means productised software or software developed by parties other than us.

Service Hours means 9am to 5pm Monday to Friday excluding public holidays

2. Current Charges

Unless provided by us in writing to you, stating otherwise, these are the charges we make for our time in attending to your incident(s).

We charge the Hourly Rate at £80 per man hour plus VAT (where applicable) during normal office hours. We do not pro-rate this fee and the minimum we will charge is for 1 man hours labour even if we do not use the full first hour. The £80 charge applies to every hour worked or part thereof. For the avoidance of doubt here are two examples of charges being applied:

1. We work for 40 minutes on an incident = £80+VAT will be charged to you.
2. We work for 1 hour and 10 minutes = £160+VAT will be charged to you.

Our Overtime Rate is applied for any work we undertake outside of our service hours.

You are liable for these charges regardless of if we solve the problem causing your incident.

3. Fees

- a. All charges payable by you for the Support Service shall be in accordance with the scale of charges and rates published from time to time by us in the Charges Section of the document - Errors and Omissions Excepted and shall be due and payable 14 days after we have issued our invoice to you.
- b. We reserve the right to alter pricing including ceasing to offer some elements of the Support Service free of charge at any time. We will inform users by via our website or via email if the charge for a service is to be altered. You can then decide if you want to continue to use such service. Your continued use of the service after the proposed fee modification has been notified will be considered acceptance of the proposed fee modification.

4. Term and Termination

- a. This Agreement shall remain in full force and effect while you are requesting or using the Support Service.
- b. We may suspend the provision of the Support Service to you and/or terminate your Support usage without notice to you if you:
 - b.1. Fail to pay any sums due to us as they fall due.
 - b.2. Breach any term of this Agreement.
 - b.3. Are a company and you go into liquidation or suffer the appointment of an administrator or administrative receiver or enter into b.4 voluntary arrangement with your creditors.
- c. we reserve the right, in its sole discretion, to suspend the provision of the Support Service to you and/or terminate your Support usage at any time, without warning.

5. Indemnity

- a. You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of this Agreement and any claim brought against us by a third party resulting from the provision of the Support Service by us to you and your use of the Support Service including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of any of the terms of this Agreement including if any content that you post on our websites and other internet systems or through the Support Service causes us to be liable to another.

6. Limitation of Liability

- a) We will not be responsible for any loss or damage to your equipment or data, whether caused by you or by any of the equipment, infrastructure or programming associated with or utilised in the Support Service.
- b) We are not responsible for any problems or technical malfunction of any network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or to technical problems or traffic congestion on the Internet or on any of the Support Services or combinations thereof.
- c) We are not responsible for any error, omission, interruption, loss, deletion, defect, theft, destruction or unauthorised access to, or alteration of any of your data or systems, whether or we or a 3rd party technician is to blame. You must ensure that all of your data has been adequately backed up prior to use arriving at your place of business or you bringing equipment to us. All conditions, terms, representations and warranties relating to the Support Service supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded to the extent applicable under UK law.
- d) Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Support Service shall be limited to the charges paid by you in respect of the services which are the subject of any such claim.
- e) In any event no claim shall be brought unless you have notified us of the claim within one month of it arising.
- f) In no event shall we be liable to you for any loss of data, business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.
- g) Any forbearance or failure by us to enforce a provision to which you are subject shall not affect our right to require such performance at any subsequent time, nor shall the waiver or forbearance by us of any breach of any provisions of the agreement herein be taken to be or held to be a waiver of the provision or provisions itself of themselves.

7 Law

- a) This Agreement shall be governed by and construed in accordance with English law and you hereby submit to the exclusive jurisdiction of the English courts.

8. Headings

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

9. 3rd Party Software

We do not accept liability for and are not responsible for problems arising with any 3rd Party Software, whether latent or manifest.

10. Force Majeure

Neither party shall be liable to the other for any delay or failure to perform arising from a force majeure event.

11. Data Protection

The parties will duly observe and comply with all of their respective obligations under the then current and applicable data protection legislation when carrying out obligations or exercising rights in respect of the Support Services.

12. Non-solicitation

Neither Party will within (12) twelve months of use of our support service solicit, canvass or entice away, directly or indirectly any employee or subcontractor of the other. The parties agree that breach of this clause would involve the other in significant expense and will entitle the other to liquidated damages of an amount equivalent to six (6) months of the basic annual salary (or £10,000 whichever is the highest) of the employee so solicited, invoiced on the date the solicitation was discovered and paid within thirty (30) calendar days of issue.

14. Assignment

These Terms and Conditions are personal to the parties and neither party shall, without the prior written consent of the other assign, transfer, charge or deal in any other manner with the Terms and Conditions. The Terms and Conditions are not made for the benefit of, nor shall any of their provisions be enforceable by, any person other than the parties to the Order Form.

15. Third Parties

We reserve the right to engage third party consultants/contractors in the performance of the Support Services but such sub-contracting will not relieve us from our obligations under these Terms and Conditions.

19. Marketing

We reserve the right to reference the Customer as a customer of ours in publicity and marketing literature, the Customer has the right to object to the use of its name at any time, whether with regard to a specific use or at all, by advising us in writing. We will desist from any further use of the Customer's name upon receipt of such a notification from the Customer.

21. Late Payment

If any sum payable to us is in arrears for more than thirty (30) calendar days after the due date, we reserve the right without prejudice to any other right or remedy to: (i) charge interest on such overdue sum on a day to day basis from the original due date until paid in full at an annualised rate of 5% above Bank of England base lending rate in force from time to time; and/or (ii) suspend the provision of any other of our Services to you. The Customer will notify us in writing within five (5) days of receipt of an invoice if the Customer considers such invoice incorrect or invalid for any reason, failing which the Customer will raise no objection to any such invoice and shall make full payment in accordance with it.

22. Customer Responsibilities:

- a) The Customer shall be responsible for: providing to us and maintaining remote access to their systems as agreed.
- b) Ensure at Customer's expenses that their software and hardware is adequately licensed to use the software and/or hardware installed and/or required in the supported environment to the extent necessary to enable us to provide the Support Services
- c) the appointment of a member of its staff ('the Support Representative') to act as the principal point of contact between the Parties who will act as the first point of contact with our Support Services in the resolution of Incidents and other support requirements.
- d) Ensuring that the Software and the Equipment are used in a proper manner by competent trained employees only or by persons under their supervision.
- e) Notifying us promptly if systems are not operating correctly.
- f) Co-operating to a reasonable extent with us in the diagnosis, investigation and correction of any incident.
- g) making available to us free of charge all information, facilities and services reasonably required by us to enable us to perform the Support Services including, without limitation, computer runs, core dumps, print-outs, data preparation and access to the Customer's staff, the Software and the Equipment.
- h) Keep full security copies of the license keys/codes and copies of Software and of the Customer's databases and computer records in accordance with good computing practice;
- i) Ensure that all Support Service requests are formally logged.
- j) Provide suitable office accommodation and services, including telephone and photocopying facilities to our staff where there is a requirement for us to work on-site. Customer acknowledges that failure to discharge its responsibilities may impact the price, the provision of the Support Services and/or the timely resolution of Incidents.

25. Equipment or software purchase.

Where the purchase of equipment by us on behalf of the Customer forms part of the Support Services, the specification, quantity, price and terms relating to support for the hardware will be set out by us. The risk of loss or damage to the Hardware will pass to the Customer on the date of delivery of Hardware to the Customer. The Customer is responsible for ensuring that the Hardware is

suitable for its requirements. If the Customer has any complaints upon taking delivery of the Hardware it must notify us immediately of its complaint with as much information as possible, and provide us with a detailed written statement of its complaint (email will suffice) within five (5) working days of the date of delivery. We are entitled to assume that the Customer is completely satisfied with the items if it has not received any such written statement within the specified time frame. The Customer is solely responsible for: (i) ensuring that once it has taken possession of Hardware that it is in good working order; (ii) ensuring that Hardware is used only in the normal course of business and in accordance with the manufacturer's instructions and/or guidelines and in compliance with all health and safety legislation; (iii) liaising directly with the manufacturer to address any operating issues with the Hardware (unless it has a current support contract for the Hardware in place with us). The Customer shall indemnify us from and against any loss, damage or injury to people or property caused by the Hardware or its use, except for death or personal injury caused by our negligence.

9. Entire Agreement

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to this Agreement, you confirm that you have not relied on any representation other than those expressly stated in this Agreement and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.