



## Ad-hoc support agreement

### Background and Definitions

1. This agreement is between Eight Networks Ltd (hereinafter '8Networks') and \_\_\_\_\_ (hereinafter 'the Client').
2. The Client has asked 8Networks to provide a specific I.T. Service (hereinafter 'the Service') and no other I.T. agreement between 8Networks and the Client exists.

### Costs

3. Where possible, 8Networks will provide a fixed quotation to complete the Service.
4. Where it is not possible to provide a fixed quotation without on-site diagnosis, the cost for on-site diagnosis is £75 + VAT.
5. If following diagnosis the Client does not wish to purchase the recommended solution, the cost for the diagnosis is still payable by the Client.

### Payment Terms

6. A credit or debit card is to be pre-authorised for £150 at time of ordering ad-hoc support.
7. The credit or debit card will be debited for the full amount quoted when the work has been completed.

### Guarantee

8. If the service provided by 8Networks does not meet the expectations of the Client for any reason, 8Networks will not charge the Client for the service. This excludes any hardware, software or 3<sup>rd</sup> party services that have been ordered especially for the Client.
9. If 8Networks has already charged the Client, and the Client notifies 8Networks within 21 days of the date of booking, or within 21 days of the last on-site visit (whichever is later) that the Client is unsatisfied, 8Networks will issue a full refund for the service to the credit or debit card used for payment. This excludes any hardware, software or 3<sup>rd</sup> party services that have been ordered especially for the Client.

### Term

10. This agreement is only valid for each individual booking or block of bookings made to provide the Service. A new agreement is required for subsequent bookings.

### Cancellation Charges

11. If you cancel a booking within 4 working hours of the booking time, a charge of £50 + VAT will be made to your credit or debit card. A working hour is between 0900-1700 Monday to Friday (excluding bank holidays). So for a booking arranged for Monday at 1100, the deadline to cancel with penalty is the previous Friday at 1500.

### Loan Equipment

12. 8Networks may provide hardware and software (hereinafter 'Loan Items') to deliver the Service and there will be no additional cost for the loan of such items unless previously agreed by the Client.
13. Loan Items remain the property of 8Networks and are to be returned to 8Networks on request. In the event of loss, theft or damage the Client agrees to pay the full cost of replacement to 8Networks.

### Additional Costs

14. Quoted costs are for 8Networks labour and consultancy only and do not include the provision of:
  - 14.1. Hardware and/or hardware warranties
  - 14.2. Software licenses and/or media
  - 14.3. Backup media (e.g. tapes or removable Hard Drives)
  - 14.4. Network switches, hubs, routers or cabling

### VAT

15. All prices quoted are subject to VAT.

### Confidentiality

16. 8Networks will receive confidential information belonging to the Client (hereinafter 'Confidential Information') for the purpose of carrying out such services as the Client has agreed with 8Networks.
17. 8Networks will use the Confidential Information only for the purpose of carrying out such services as the Client has agreed with 8Networks.
18. 8Networks will not disclose the Confidential Information except where:
  - 18.1. the Client requests disclosure; or

18.2. disclosure is required by law or government.

19. Confidential Information ceases to be confidential and the obligations of this agreement no longer apply to such information if:

19.1. the information enters the public domain; or

19.2. the information is independently derived; or

19.3. the Client states that the Confidential Information is not confidential.

### **Liability**

20. 8Network does not seek to limit liability for death or personal injury as a result of their negligence, or to exclude any liability that is prohibited from being excluded by law.

21. Other than such liability stated in clause 20, in no event whether in negligence or otherwise shall 8Networks be liable for any direct, indirect, special or consequential damages.

22. If a higher limit of liability is required, the Client is advised to consider a support contract which has provisions for such limits.

23. Any claim must be made within 21 days of the date of booking, or within 21 days of the last on-site visit (whichever is later).

24. If a longer claim period is required, the Client is advised to consider a support contract which has provisions for such periods.

### **Non-Solicitation**

25. During the term of any contract, and for a period of 12 months thereafter, the Client will not directly nor indirectly employ or solicit for employment any members of 8Networks' then current personnel.

26. In respect of any breach of Clause 25, 8Networks, in addition to any other remedies available in this Agreement or at law, shall be entitled to recover from the Client liquidated damages of 35% of the gross annual salary of the member of the company employed or solicited for employment.

### **Severance**

27. If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

28. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

29. The parties agree, in the circumstances referred to in condition 27 and if condition 28 does not apply, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

### **Jurisdiction**

30. This Agreement shall be governed and construed in accordance with English law and the parties hereto submit to the exclusive jurisdiction of the English Courts.