



INVESTOR IN PEOPLE



eSOURCE Limited

SUPPORT TERMS AND CONDITIONS

1. GENERAL

The "Agreement" means this entire agreement including the Schedules hereto and which incorporates these general terms and conditions and any supplementary conditions included herein.

The "Customer" means the person or company identified as such on the face of this Agreement.

The "Equipment" means the equipment to be serviced by eSOURCE pursuant to this Agreement.

The "Schedule(s)" means the schedule(s) forming part of this Agreement which detail the Equipment covered, its site location, the response time for fault calls, the Service, the Service cover hours and the charges for the Service.

The "Service" means the support service to be provided by eSOURCE or its nominated agent as detailed in this Agreement.

"Call Centre" means eSOURCE fault control centre located at the address specified on the face of this Agreement.

Words and expressions defined in the Agreement, and the Schedule(s) shall bear the same meanings as in these conditions and vice versa.

No waiver, alteration or modification of these conditions or of the Agreement shall have effect unless made in writing and signed by or on behalf of the Customer and by or on behalf of eSOURCE.

2. DURATION OF AGREEMENT

This Agreement shall subject as provided in these general support conditions, remain in force until the expiry of a period of 12 Months (the "initial period") from the Service commencement date stated in the Schedule(s) hereto. Thereafter it will continue for further 12 Month periods unless terminated by either party giving to the other not less than 90 days advance notice in writing.

3. CHARGES

- A. The Service charges set out in the Schedule(s) to this Agreement are those in effect at the date of the Agreement and entitle the Customer to the Service as defined in this Agreement. These charges and any applicable surcharges are subject to change by eSOURCE with effect from the expiry of the initial period or at any time thereafter upon not less than ninety days prior written notice thereof being given to the Customer.
- B. Where during the continuance of the Agreement the Customer requests and eSOURCE carries out changes in the specifications, attachments or features of any part of the Equipment the annual charge specified in respect of that Equipment may at the discretion of eSOURCE be adjusted.
- C. Equipment or Services added during the term of this Agreement shall be charged pro-rata from the date of such addition up to the next payment date.
- D. Equipment or Services may be deleted from this Agreement upon ninety days advance written cancellation notice, and shall be credited pro - rata from the effective date of termination of such Equipment or Services.

- E. The Service charges shall be paid for the Initial Term in advance, the first payment being due on the Service commencement date and any other payments due being payable upon demand. In all instances where additional charges become payable due to an increase in Service levels requested by the Customer, such payments shall be made on or before the commencement date of the additional Service cover.

4. INDEMNITIES

- A. The Customer shall indemnify eSOURCE against all damages, liabilities, costs and expenses (including but not limited to damage to or loss of property or injury to persons) which may be suffered or incurred by eSOURCE arising out of or in connection with the Service carried out by eSOURCE pursuant to this Agreement provided that such damages, liabilities, costs and expenses are caused by the negligence or willful default of the Customer.
- B. eSOURCE shall indemnify the Customer against all damages, liabilities, costs and expenses (including but not limited to damage to or loss of property or injury to persons) which may be suffered or incurred by the Customer arising out of or in connection with the Service carried out by eSOURCE pursuant to this Agreement provided that such damages, liabilities, costs and expenses are caused by the negligence or willful default of eSOURCE.
- C. Except where either party's liability is incapable of limit or exclusion by force of law, neither party shall be under any liability for indirect or consequential losses suffered by the other and the limit of either party's liability to the other shall be an amount equivalent to the total annual charge in respect of this Agreement.

5. NETWORK SUPPORT SERVICE

The Service to be provided by eSOURCE shall be the following but there shall be excluded from such Service the items set out in Clause 6 hereof.

A. On Call Maintenance

If at any time during the continuance of the Agreement the Customer notifies eSOURCE Call Centre that any Equipment is inoperative then, subject as provided for herein, eSOURCE will perform such repair or support Service as may be required to restore the Equipment to proper operation condition. eSOURCE will make all reasonable endeavours to provide the "response time" stated in the Schedule(s) and to perform the aforesaid repair and support Service on the Customer's premises. Response time is the elapsed time during the Service cover hours specified in the Schedule(s) from receipt by eSOURCE of notification that the Equipment is inoperative to the arrival on the Customer's premises of a eSOURCE representative.

Any parts replaced by eSOURCE will be supplied on an exchange basis without extra charge to the Customer subject to the exclusions stated in Clause 6 hereof. Any part so removed by eSOURCE pursuant to the terms hereof will on replacement become the property of eSOURCE.

B. Routine Preventive Maintenance and Engineering Changes

If in the opinion of eSOURCE the Equipment needs routine preventive maintenance or engineering changes to ensure proper operation, such work will be performed during the hours of 9.00 a.m. to 5.00 p.m. Mondays to Fridays and excluding Public Holidays and at a time that is mutually acceptable to the Customer and to eSOURCE. eSOURCE shall specify the preventive maintenance time required for the Equipment.

C. Second User Equipment/Old Equipment

This Clause applies to Second User Equipment and Equipment that has not been physically audited by a eSOURCE service representative nor subject to a eSOURCE support agreement throughout the previous year prior to commencement of this Agreement. Where during the first six months of this Agreement, such Equipment is found to be in need of repair, overhaul or re-conditioning in order to restore it to proper operating and serviceable condition, such repair, overhaul or re-conditioning will, if so agreed between eSOURCE and the Customer, be carried out by eSOURCE at its then current time and material rates. Such charges shall be paid by the Customer in addition to the annual support charge. If any such Equipment shall not be subjected to the necessary repair, overhaul or re-conditioning it shall be deleted from the Agreement and the support charges relating thereto refunded on a pro-rata basis from the date of deletion.

6. EXCLUSIONS

The support Service to be provided by eSOURCE hereunder does not include:-

- A. Electrical work external to the Equipment or the maintenance of accessories, attachments, machines or other devices not listed in the Schedule.
- B. The repair of damage (other than damage caused by eSOURCE) resulting from accident, transport, theft, fire, water damage, neglect, misuse, or Act of God, including lightning strike.
- C. Repairs, labour or materials required as a result of failure to maintain the recommended installation environment.
- D. The repair of damage caused directly or indirectly as a result of the Customer or its representatives connecting the Equipment by mechanical or electrical means to another installation, piece of equipment or device.
- E. The installation and supply of consumable accessories; that is ribbons, tapes, disks, batteries etc.
- F. Painting or refinishing the Equipment.
- G. The making of specification changes and services in connection with the re-location of the Equipment.
- H. The addition or removal of accessories, attachments or other devices.
- I. Any repairs, modifications, reconfiguration or upgrades to equipment or software which are required as a result of a fault developing from the effects of the changeover to the Year 2000.
- J. Servicing which in the opinion of eSOURCE it is not practical to render owing to alterations which have been made to the Equipment by the Customer or its agents.
- K. Applicable to Printers only. After more than five years from the date of sale of Equipment, repairs, labour and material for the re-conditioning or replacement of mechanical parts.
- L. Repairs, labour or materials required as a result of "false calls." False calls are requests from the Customer for maintenance when the Equipment is operating correctly but appears to be inoperative owing to misuse or to failure of some other installation directly or indirectly connected to the Equipment. eSOURCE shall be entitled to make a reasonable charge for the aforesaid services and materials but may at its discretion waive such charge where the Customer could not reasonably have established that the Equipment was operating correctly.

M. Support Service at locations not specified in the Schedule(s) hereto.

If the Customer removes the Equipment to locations not specified as aforesaid (“the new location”) and require continuance of support service the Customer will notify eSOURCE thereof. eSOURCE shall be under no obligation to provide such Service at the new location but shall use all reasonable endeavours to comply with the Customer's request. If eSOURCE provides Service in the new location it shall be entitled to apply a support surcharge and to adjust the response time according to the ease of access to the new location by eSOURCE service personnel.

N. Support Service on equipment not specified in the Schedule(s).

O. Services excluded under Clause 6 will, if so agreed by eSOURCE, be carried out by eSOURCE provided that it is specifically authorised by the Customer and in such event the charge for Service and materials furnished by eSOURCE shall be paid by the Customer to eSOURCE in addition to any other support charge.

P. The support charge does not include any allowance for time spent waiting by eSOURCE following arrival at Customer's site. If eSOURCE is prevented by circumstances outside its control from gaining access to the Equipment and/or carrying out the Service, eSOURCE shall be entitled to charge the Customer at its current hourly rate for any time in excess of two hours spent waiting.

Q. Where eSOURCE are requested to act as a buying agent to source and provide third party goods or services, the terms and conditions of the third party shall pass through to the Customer as though ordered direct. An administration charge will be made for this service, set at a minimum of 10% of the third party charges but is dependent on circumstances at the time as agreed with the Customer prior to commencing the service.

7. UNDERTAKING BY THE CUSTOMER

The Customer undertakes with eSOURCE that:-

A. It will ensure at all times that the Equipment is used in a normal and proper manner and that it is operated by competent personnel.

B. It will comply with the provisions of the Health and Safety at Work Act in all respects.

C. It will permit eSOURCE employees to have full access to the Equipment during the contracted hours for the purpose of carrying out the Service.

D. It will not, without the previous consent in writing of eSOURCE, assign this Agreement.

8. SERVICES NOT COVERED BY THIS AGREEMENT

If any other service is required by the Customer which is not included in the support Service specified in this Agreement then the Customer will notify eSOURCE thereof and if eSOURCE agrees that it will carry out the additional service required, such service will be carried out by eSOURCE at its then applicable time and material rates and other conditions.

9. DEFAULT

If either party to this Agreement shall not comply with its obligations hereunder and such default shall continue for 30 days after written notice thereof has been given by the other party this Agreement may be terminated by the non - breaching party without prejudice to the prior existing rights of either party hereunder.

10. EXCLUSION OF WARRANTIES

- A. This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof. There are no understanding, agreements, representations or warranties expressed or implied in respect of this Agreement or of the Services to be furnished hereunder except those specifically referred to herein.
- B. eSOURCE shall not be liable for any failure or delay in performance hereunder to the extent that any such failure or delay is due to any cause beyond its control or due to the exercise of its rights in sub-clauses C and D of this clause.
- C. eSOURCE reserves the right to refuse or delay performance of the Service if in the reasonable opinion of eSOURCE the obligations of the Customer specified in Clause 7B hereof have not been met.
- D. Where any Service is to be performed on the outside of Customer's premises or on any other area exposed to climatic conditions, eSOURCE reserves the right to refuse or delay performance of the Service where, in the reasonable opinion of eSOURCE, weather conditions are too hazardous to attempt the safe performance of such Service.
- E. Any terms and conditions of any purchase order or other instrument whatsoever issued by the Customer in connection with this Agreement which conflict with the provisions hereof shall not be binding on eSOURCE and shall not apply to this Agreement.

11. EMPLOYMENT OFFERS

For the duration of this Agreement and continuing for a period of one year thereafter, neither party shall, without the written consent of the other, make offers of employment to the other's employees involved in the execution of this Agreement. In the event of a breach of this undertaking the breaching party shall pay to the other, as agreed and ascertained liquidated damages, a sum equivalent to 100% of the first year's salary of the employee engaged as a result of such breach.

This condition shall not apply where any employee is engaged as a result of general advertisement in the National press or Nationally published industry magazines.

12. PROPER LAW

This Agreement shall be construed and interpreted in accordance with the Laws of England.