

TERMS AND CONDITIONS – PRECEDENCE TECHNOLOGIES LIMITED 2016

GENERAL TERMS AND CONDITIONS

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These conditions of sale govern all sales of goods by Precedence Technologies Limited (PTL) and shall prevail over any other terms or conditions referred to in the Customer's order or in correspondence or elsewhere or implied by trade custom practice of course unless such other terms or conditions are specifically agreed to in writing by PTL. PTL's servants or agents shall not have authority to enlarge, vary or exclude any of these conditions and any such purported enlargement, variation or exclusion shall be without effect unless specifically agreed to in writing between PTL and the Customer. No terms or conditions of any other contact between the Customer and any third party to whom the Customer is a contractor shall affect these conditions whether or not PTL has notice thereof. The headings appearing above each condition are included for reference purposes only and shall not affect or limit the interpretation and effect of these conditions.

DEFINITIONS

- (i) 'PTL' – Precedence Technologies Limited, PTL.
- (ii) 'Customer' – the school, person or company to whom the Purchase Order is issued.
- (iii) 'Goods' – all items to be supplied and/or all work to be done by PTL as specified in the Purchase Order.
- (iv) 'Hardware' – physical computer equipment being purchased.
- (v) 'Software' - the software to be purchased and related materials, updates and enhancements developed by PTL or third parties and supplied by PTL.
- (vi) 'Works' – On-site or remote installation work.
- (vii) 'SoW' – Scope for Work, a document contained as a part of the quotation or within a separate document that details the work being carried out.

QUOTATIONS

A quotation by PTL shall constitute an invitation and not an offer. PTL may withdraw or amend any quotation at any time prior to PTL's acceptance of the Customer's order.

PRICE

- (a) Notwithstanding anything herein to the contrary the price quoted or referred to in the Offer may be revised by PTL after the contract as a result of any increase between the date of the Offer and delivery where such increase is due to a change in market conditions beyond the reasonable control of PTL. The term "market conditions" shall include (but not be limited to) increases in the cost or changes in any relevant exchange transport or handling charges the imposition of or amendment in any statute order regulations or bye law in respect of any duty tax imposed or the imposition or change in any export or import regulations or requirements.
- (b) PTL also reserves the right to revise any price quoted or referred to in the Offer if it is found later to be based on incorrect or inaccurate information supplied to PTL by its supplier.
- (c) Unless otherwise stated in writing by PTL each order when accepted shall constitute a separate contract between PTL and the Customer.
- (d) All prices quoted by PTL are exclusive of Value Added Tax which will be charged at the rate ruling on the date of despatch and is deemed to be part of the purchase price of the goods to which it relates and is therefore the liability of the Customer.
- (e) Invoices not queried in writing to PTL at its offices at Technology House, 36A Union Lane, Cambridge CB4 1QB or via email to accounts@precedence.co.uk within 20 days of receipt will be deemed to have been accepted by the Customer.

TERMS OF PAYMENT

- (a) Credit accounts may be opened subject to satisfactory references being obtained at PTL's sole discretion. Payment for goods supplied on a credit account shall become due and payable not later than 30 days from date of the invoice unless otherwise specifically agreed in writing. In the event of there being any default by the Customer in making payment as aforesaid the entire balance of the said account shall be payable forthwith and PTL shall be entitled to charge interest thereon in accordance with sub clause (d) hereof.
- (b) For all other transactions terms will be payment with order.

- (c) The Customer shall not be entitled to withhold or set off payment of any amount due to PTL under the terms hereof whether in respect of any claim by the Customer in respect of goods supplied by PTL or for any other reason which is contested or for which liability is not admitted by PTL.
- (d) Without prejudice to PTL's right to enforce payment as hereinbefore provided PTL shall be entitled to charge interest on any balance outstanding from the date the same becomes due for payment at the rate for the time being payable on High Court Judgement debt pursuant to Section 17 of the Judgements Act 1838.
- (e) Interest shall become due and payable pursuant to the foregoing clauses notwithstanding the fact that a portion of the account be subject to query or dispute.
- (f) In the case of a sale involving more than one delivery if default is made in payment on the due date PTL shall have the right forthwith to suspend any further deliveries until payment; or by notice in writing to the Customer terminate the contract in its entirety, whether or not the same is severable.
- (g) If at any time the Customer (being an existing credit account Customer) being a company shall alter its constitution or being a sole trader or Partnership shall become incorporated or amalgamated with others or change its constitution i.e. its membership it shall be the duty of the Customer to give prior written notice to PTL of the intended change (should the Customer wish to continue credit account facilities following the change). Continuance of trading with the amalgamated entity or commencement of trading with a new entity shall be at the sole discretion of and only undertaken by PTL if a written acknowledgement and acceptance is issued by PTL's Credit Controller or Sales Director or Company Secretary.

TERMS AND CONDITIONS OF SALE

TITLE TO THE HARDWARE

- (a) Notwithstanding delivery, installation and acceptance, title to the Hardware shall not pass to the Customer but shall be retained by PTL until full payment for the Goods has been received by PTL from the Customer.
- (b) Until such time as title in the Hardware has passed to the Customer, PTL:
 - a. shall have absolute authority to retake, sell or otherwise deal with or dispose of any or part of the Hardware; and
 - b. for the purpose specified in (b)(i) above, PTL or any of its agents or authorised representatives shall with reasonable cause be irrevocably entitled at any time and without notice to enter upon any premises in which the Goods or any part thereof is installed, stored or kept, or is reasonably believed so to be; and
 - c. shall be entitled to seek a Court injunction to prevent the Customer from selling, transferring or otherwise disposing of the Hardware.

WARRANTIES

- (a) PTL agrees to repair, free of charge, any goods which in the opinion of PTL are defective due to a manufacturing fault but only if the same is reported to PTL in writing within either 28 days of delivery of the goods to the Customer or the Customer's order or 7 working days in the event of equipment being installed and handed over as working by PTL. PTL will not be responsible either for the cost of removing defective goods from any place where they are installed or affixed or for making good the said place after the removal or for the cost of installing or affixing in such place any repaired or replacement goods unless the same shall have been previously agreed in writing with a Director of PTL.
- (b) Save as aforesaid all liability for any representations whether oral or in writing and all guarantees, conditions or warranties whether expressed or implied by Statute, Common law or otherwise is hereby excluded and PTL shall not be liable for any loss (including consequential loss) damage or delay or expense of any kind whatsoever and howsoever caused (including by the negligence of PTL, its servants or agents) neither will PTL be liable in respect of any advice or assistance given as to the suitability or fitness of any goods for any particular purpose and such shall be treated as without obligation or responsibility on the part of PTL and the Customer will be entirely responsible for ascertaining suitability and fitness of the goods for the Customer's intended purpose.

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- (c) All warranties will become void in the event of the Customer having attempted any repair or modification to the goods without PTL's agreement in writing.
- (d) PTL shall not accept liability for any costs incurred by the Customer for the installation, maintenance, repair or modification of the goods, or any other works relating to the goods without PTL's agreement in writing.

DELIVERY

- (a) PTL will endeavour to comply with the delivery date or dates requested by the Customer but PTL is not under any obligation to do so and any suggested delivery dates are approximate only. Deliveries are not under any control of PTL nor shall be liable to the Customer in respect of any failure to deliver on any particular date or dates nor shall time be the essence of any contract and the Customer shall not be entitled to treat any such late delivery as a breach of contract or to claim damages or to rescind the contract in whole or part by reason thereof.
- (b) If the Customer refuses or fails to take delivery of goods tendered in accordance with the contract the goods shall be returned to PTL without delay. In such event PTL shall be entitled to make a restocking charge which shall be specified by PTL and shall be payable immediately.
- (c) Where PTL installs Hardware, PTL shall perform the standard inspection diagnostic checks. For Hardware, designated by PTL as Customer installable the Customer shall be responsible for the installation of Hardware in accordance with instructions provided by PTL.
- (d) All deliveries shall be made between 09.00 hours and 17.00 hours ("working hours") Monday to Friday inclusive excluding Public Holidays. If the Customer requires delivery to be made outside such times an additional charge shall be payable. PTL reserves the right to make partial deliveries.

TERMS AND CONDITIONS OF SUPPORT

Responsibilities of the Customer

The provision of the support by PTL is subject to the Customer performing all of its responsibilities set out in these Conditions. For the avoidance of doubt, PTL may without notice suspend or terminate the service in the event that:

- i. any of the Customer's responsibilities as set out in these Conditions is not performed; or
- ii. any virus is transmitted onto any of PTL's systems. A "virus" shall include but not be limited to any virus, worm, Trojan horse or any other contaminant that may be used to access and/or modify delete or damage any data files or other computer programmes.

Anti Virus Protection

The Customer must ensure that the Network is protected against the threat of virus infection by installing and maintaining up-to-date anti-virus software.

Software maintenance

The Customer must keep the Network current and secure by applying all appropriate PTL validated service releases and software updates.

Acceptable Use Policies

The Customer must implement and enforce an Acceptable Use Policy for the Network and a consistent disciplinary procedure for all staff and students who have access to the Network.

Internet Access

The Customer must have a suitable Internet tariff in place for all educational Internet connections. In addition the Customer must ensure that all prudent measures have been taken to reduce the chance of incurring unwanted Internet costs. PTL cannot accept any liability for the Customer's Internet costs, which are entirely the responsibility of the Customer.

Licensing

The Customer must have in force current software licences for all software on the Network.

Network maintenance and configuration

The Customer must maintain the configuration, hardware and cabling relating to the Network(s) in good working order and within any specifications provided by PTL.

Server maintenance

The Customer must maintain securely, good quality current backup copies of all Network software and data on the Customer's premises. The Customer must provide access to current backup copies to PTL (and PTL authorised third party) personnel connected with the provision of the service where required.

Network access

The Customer must permit PTL (and PTL authorised third party) personnel connected with the provision of the Service access to the Customer's premises to work on the Network where reasonably required.

Remote diagnostic service

Where the remote diagnostic service is to be provided it is the responsibility of the Customer to ensure the provision of an installed data link through which PTL can access the Network using our chosen remote access software and technology. The Customer must also provide access to those areas of the Network to PTL to enable PTL to carry out the remote diagnostic service.

Appointed ICT Support Staff

The Customer must nominate a Network Manager and a maximum of two additional contacts who will act as the liaison between the Customer's establishment and PTL Support Services. If there are any changes to nominated personnel then the Customer must inform PTL immediately.

Network Management Training

The Customer must take all reasonable measures to ensure that ICT support staff are appropriately trained and competent in the management of the Network. Where excessive use of PTL support services is demonstrated and PTL has highlighted a training requirement, the Customer must address this requirement to the satisfaction of PTL forthwith. PTL reserve the right to withhold support until such time as PTL (acting reasonably) is satisfied that any such training requirements have been addressed.

Strategic Change

The Customer must notify PTL before strategic changes are made to the Network. Advance knowledge of planned changes will ensure that PTL engineers have current information on the status of the Network, helping them to resolve issues affecting the Network more efficiently. PTL considers strategic changes to be changes that significantly alter the Network including:

- i. Adding a new server to the Network
- ii. Changing the configuration or role of a server connected to the Network
- iii. Changes to the topology and infrastructure of the Network
- iv. Change of Internet Service Provider or transition to Broadband

Service Limitations

- 1.1. The provision of the service relates only to the Network(s) as set out on the original network support quotation or subsequent network support renewal forms. No quotation or renewal form will be accepted for the service on part of a Network.
- 1.2. The Service does not include:
 - 1.2.1. Assistance with relocation of the Network(s) or part thereof.
 - 1.2.2. Service resulting from accident, neglect, alterations, improper use or use of the Network(s) or part thereof.
 - 1.2.3. Service necessitated by repairs to the Customer's premises, hardware or software attempted by non-PTL personnel.

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- 1.2.4. Assistance with writing or rewriting any software.
- 1.2.5. Project management.
- 1.2.6. Consultancy on software which does not appear on PTL Listed Applications, except under a bespoke contract where written agreement for such support must be made.
- 1.2.7. Services relating to any software or hardware that does not appear on PTL Listed Applications (or the interaction of the same with software or hardware provided by PTL), except under a Bespoke contract where written agreement for such support must be made.
- 1.2.8. Assistance with the installation or integration of products where a PTL commissioning service is available, except where written agreement for such support is presented by PTL.
- 1.2.9. Advice given in connection with the removal or treatment of any Virus, to which (inter alia) the provisions of clauses 2.2.133.3 and 13 shall apply.
- 1.2.10. Any other service provided on the Customer's premises. Notwithstanding the above exclusions from the Service, the above services may be available to a Customer from PTL on request at additional costs and under a separate agreement.
- 1.2.11. Support in respect of products and/or services made available by PTL to Customer and that are categorised by PTL as subject to a separate agreement and charging regime.
- 1.2.12. Any on-site time at the Customer's premises or any other actions from PTL other than through a remote diagnostic session.
- 1.2.13. Whilst PTL will take reasonable steps to remove and remedy the effects of Viruses on the Network, PTL cannot guarantee the removal of any Virus and reserves the right to charge for services incurred over and above a period of 1 hour, such additional chargeable services not to be carried out without the prior consent of the Customer.
- 1.2.14. Where you have employed the services of a third party commissioning agent to install, commission or relocate part of the Network, PTL may request at its discretion that a chargeable network survey is conducted prior to continuing offering support and advice.

Term

- 1.3. The term for the service shall not commence until:
 - 1.3.1. The Customer accepts in writing that the Network commissioning service has been completed on the Network (or part thereof) satisfactorily; or
 - 1.3.2. PTL has accepted the original order form or subsequent renewal forms (as appropriate).
 - 1.4. The start date for the service shall be the date on which the final condition set out in Clause 3.1 above is achieved unless the parties agree an alternative later date.
 - 1.5. The service shall commence on the date referred to in Clause 3.2 above and shall continue initially for twelve (12) months (unless otherwise agreed in writing by the parties). Unless at least one month's written notice to terminate this Agreement is given by either party to the other party prior to the expiry of the initial or any subsequent twelve (12) month term, then the Agreement shall be renewed for a further twelve (12) month period.
 - 1.6. Where there is any change in pricing, which exceeds 4% of the value of the contract, the Customer shall be notified at least two months in advance of the expiry of the relevant twelve (12) month period to enable the Customer to obtain alternative quotes for the service prior to the automatic renewal of this agreement.
 - 1.7. Where the project is phased and/or additional services requiring support are added during the support term, these will be calculated on a pro-rata basis to fall in line with the next anniversary/renewal date.
 - 1.8. At any time, the Customer can request to change the renewal date to fit with their financial year end. The difference in support price between the current renewal date and the new proposed date will be calculated on a pro-rata basis.
- subject to minor change from time to time. If PTL agrees to carry out the service outside these hours by agreement with the Customer it will be at an additional cost.
- 1.10. The Customer undertakes to ensure that a member of the Customer's trained operations staff will be in attendance where the service is being carried out at the Customer's site (Planner Engineer Days).
 - 1.11. For onsite services, work on the Customer's site will be carried out during the hours set out in PTL Support Services document, or to a schedule agreed with the Customer

Planned Engineer Days

- 1.12. Where included, PTL Support Services Document will include a number of on-site days to allow a PTL engineer to carry out maintenance on the supported installation, including the updating of Citrix and Microsoft updates. These days are to be booked in advance but to be confirmed ten (10) working days in advance.
- 1.13. Unused days during any 12-month period can be either carried over for another year, used on an additional installation work or be credited against the following year's support renewal.

Warranty and PTL's Liability

- 1.14. PTL warrants to the Customer that it will use all reasonable skill and care in carrying out the service. There are no warranties, conditions, guarantees or representations whether express implied by statute or otherwise, oral or in writing except as provided herein.
- 1.15. Notwithstanding 6.1 above all rights which the Customer may have under the Consumer Protection Act 1987 and the Unfair Contract Terms Act 1977 are in addition to those set out in these Conditions.
- 1.16. In the event of a breach of the warranty in Clause 6.2 above, PTL's sole liability shall be to reinstall at its expense any of the services which do not conform to the said warranty.
- 1.17. If PTL fails without cause to perform the service in accordance with its obligations hereunder the Customer may recover an amount to compensate for any direct physical loss which is suffered as a result of PTL's failure, subject always to a maximum aggregate liability in any calendar year of the total charges paid or payable for the services in question.
- 1.18. PTL shall be liable without limit for death or personal injury arising from its performance of the service to the extent that it results from the negligence of PTL or its employees. PTL shall also be liable for any other direct loss of or damage to tangible property caused solely by the negligence of PTL or its employees, subject always to its maximum aggregate liability of one million pounds (£1,000,000)
- 1.19. The Customer agrees that PTL will not be liable for any loss caused by the Customer's failure to perform its obligations as set out or referred to in these Conditions or for any act of the Customer which is in contravention of these Conditions. For the purposes of this sub-clause the acts of British Telecom or any other third party (unless specifically authorised by PTL to carry out the service on PTL's behalf) shall be deemed to be the acts of the Customer. The Customer also agrees that PTL will not be liable for the effects of any further virus attack occasioned during an attempt by PTL to clean the Network from a previous virus attack.
- 1.20. PTL shall not in any event be liable for any indirect, special or consequential loss whether statutory or otherwise, howsoever arising (including but not limited to loss of anticipated profits or of data) in connection with or arising out of these conditions even if PTL shall have been advised of the possibility of such potential loss and shall not be liable for any loss except as provided for in these conditions.
- 1.21. Except in respect of the liability of PTL for death or personal injury resulting from the negligence of PTL or its employees or in respect of a claim for non payment of monies due under this agreement no action regardless of form arising out of the transactions in relation to this agreement may be brought by either party more than 2 years after the cause of action has accrued.
- 1.22. In the event that access for the provision of the remote diagnostic service is denied to PTL, PTL shall not be under any obligation to deliver support via alternative means nor

Period of Services Availability

- 1.9. The service will be carried out by PTL during the hours set out in PTL Support Services Document, which may be

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shall the Customer be entitled to any refund in such circumstances.

General Advice

The Customer accepts that when providing any verbal advice or suggestions during the service, PTL is relying upon information given to it by the Customer about the Customer's Network, its configuration and usage, and any future improvement or strategic direction associated therewith.

Whilst it is given in good faith it is for the Customer to verify whether any such advice or suggestions are suitable for its purposes and PTL shall not be liable in contract, tort or otherwise for any direct, indirect or consequential loss or damage arising out of or in connection with any such advice or suggestions. Any verbal suggestions or advice tendered by PTL must be confirmed in writing before PTL will accept any liability therefore, which shall, in any event be limited to a refund of the charges paid for the service. In no event will PTL be liable for any indirect or consequential loss or damage arising out of or in connection with any such written confirmation. The provisions of this clause 12 shall be without prejudice to the provisions of clause 13 below.

Advice Concerning Viruses

Should the Customer wish to receive advice from PTL concerning the treatment of any of the effects of a virus, PTL shall be entitled (but not obliged) to provide such advice but the Customer accepts that, as PTL does not have specialist knowledge concerning viruses, such information is given on a reasonable endeavours basis and the Customer shall not be entitled to rely on such advice. Should the Customer wish to receive specialist advice concerning any virus, the Customer agrees to obtain such advice directly from a manufacturer of virus-checking software or another specialist in that field of expertise

Termination

- 1.23. PTL shall have the right, without prejudice to any other remedies it may have at any time (including, without limitation, as set out in Condition 2) by giving notice in writing to the Customer to terminate forthwith this agreement, in any of the following events:
 - 1.23.1. If the Customer fails to pay any sums to PTL on the due date of payment; or
 - 1.23.2. If the Customer commits any other breach of any of these conditions provided that if the breach in question is one which the Customer can effectively remedy then said notice of termination shall not be effective to terminate this agreement unless the Customer fails within thirty (30) days of the date of such notice effectively to remedy the breach complained of; or
 - 1.23.3. If the Customer ceases to carry on business or a substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into amalgamation reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar actions in consequence of debt or becomes unable to pay its debts as they fall due
- 1.24. On expiry or termination of this agreement, the Customer grants to PTL the irrevocable right to enter Customer's premises during the hours 9.00am to 5.00pm (Monday to Friday excluding national bank holidays) to remove any equipment (including software) provided for the purpose of this agreement.

Miscellaneous

- 1.25. PTL shall be fully entitled to use in any way it deems fit any skills, techniques, concepts or know-how acquired, developed or used in course of performing the services.
- 1.26. The service is provided to Customer in the United Kingdom only.
- 1.27. Neither party shall be liable to the other for any delay in or failure to perform its obligations hereunder (other than a payment of money) provided that such a failure is due to causes beyond its reasonable control.
- 1.28. Failure by PTL to exercise or delay exercising any of these Conditions shall not constitute or be deemed to be

a waiver of PTL's rights hereunder nor prejudice PTL's rights to take subsequent action.

- 1.29. The headings in these conditions are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of these Conditions.
- 1.30. The invalidity or unenforceability for any reason of any part of these Conditions shall not prejudice the continuation in force of the remainder thereof.
- 1.31. Neither party shall assign this agreement without the prior written consent of the other.
- 1.32. These Conditions shall be deemed to have been made in, and shall be construed pursuant to, the laws of England and the parties agree to submit to the jurisdiction of the English courts.
- 1.33. Any notice required to be given under these Conditions shall be in writing and shall be sent to the respective addresses of the Customer set out in the Renewal Form, or the registered office of PTL (as the case may be). Any change of address of either party shall be notified to the other in writing forthwith.
- 1.34. Where the Customer comprises two or more persons their liability and obligations to PTL shall be joint and several.
- 1.35. The Customer acknowledges that he/she has read these Conditions and understands and agrees to be bound by its terms, conditions and charges. The Customer further agrees that these Conditions and the documents specifically incorporated herein are the complete and exclusive statement of the mutual understanding of the parties which supersedes and cancels all previous oral and written agreements and communications relating to the subject matter hereof.
- 1.36. Any equipment provided by PTL is provided only for the purposes of PTL providing the service and no title or ownership in the same shall pass to the Customer.
- 1.37. PTL reserves the right to change the Conditions on giving you at least 30 days' prior written notice of the change and the date on which the change takes effect.

TERMS AND CONDITIONS OF INSTALLATION SERVICES

Pre-Requisites

- 1.1. All Hardware, Software and network cabling components associated with this order must have been ordered and delivered from either PTL, or a Third Party supplier, in time for the commencement of the works.
- 1.2. Arrangement and/or completion of any Third Party services required as part of the works.

PTL Personnel

- 1.3. PTL project coordinator will be responsible for co-ordinating all activities relating to the Works to be carried out by PTL.
- 1.4. PTL installation engineer(s) will be responsible for carrying out the Works defined within the SOW, unless otherwise stated.
- 1.5. PTL installation engineer may decide to involve other PTL personnel to assist with the Works defined in the SoW.

Commencement of Works

- 1.6. The scheduling of the Works will only take place when the SOW, signed by the Customer's Authorised Signatory, has been received by PTL and an order for the Works defined in the SOW has been received.
- 1.7. The date for the commencement of Works will be agreed between PTL and the Customer.
- 1.8. If the Customer cancels any Works (or re-schedules and subsequently cancels any Works) then the Customer may be charged a cancellation charge of 75% of the total price of the Works if notice of cancellation is given less than seven (7) calendar days before the scheduled commencement date of the Works. The Customer agrees that such charge amounts to a genuine pre-estimate of the losses suffered by PTL on such cancellation.

Acceptance Testing

PTL installation engineer will undertake a series of basic Acceptance Tests to demonstrate to the Customer that the Works defined in the SOW have been successfully completed.

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If the Customer provides pre-determined test criteria, which is agreed by PTL during the sales process, these will be carried out with the Customer during and upon completion of the project.

Duration

- 1.9. An estimate of the duration of the on-site time will be stated in the main part of the SOW. As this is an estimate only the time required on site may vary. Any changes in the time on site will be notified to the Customer as soon as possible.
- 1.10. PTL installation engineer will decide which of the activities are to be carried out on site and which can be most effectively carried out elsewhere.
- 1.11. In the event that PTL installation engineer completes the Works defined in the SOW before the end of the allotted time, they will not be obliged to perform tasks not covered in the SOW or remain on site.

Customer Responsibilities

- 1.12. Unpacking and the positioning of all Hardware equipment in its final location prior to the commencement of the works, unless specified in the SOW (e.g. server unpacking and positioning).
- 1.13. Ensure that the users of any existing systems that are being upgraded, or extended, are informed that the systems will be unavailable during the period over which the Works are being carried out.
- 1.14. Ensure that any existing Cabling Infrastructure is functioning correctly.
- 1.15. Ensure that any copies of Software required for the configuration of any Hardware, not supplied as part of the order, are available prior to the commencement of the works.
- 1.16. Ensure that any copies of Software required for the configuration of Software Applications, not supplied as part of the order, are available prior to the commencement of the works.
- 1.17. Ensure that full, verified, tape/disc backups of any existing network Servers are made prior to the commencement of the works. In the event of unforeseen difficulties PTL installation engineer may have to use these backups to restore Servers to their previous state. The Customer is therefore responsible for any loss of data due to failure, or incompleteness, of any backup tapes/media/disc provided.
- 1.18. Ensure that for any existing Servers boot disks and emergency repair disks are prepared prior to the commencement of the Works and following the completion of the works.
- 1.19. Provide PTL installation engineer with a network administrator user's logon identity and password for all existing Servers to be accessed.
- 1.20. Provide PTL installation engineer with at least one ordinary network user's logon identity and password for all existing Servers to be accessed. This user, or users, must not have network administrator or supervisor access privileges. The accounts, or accounts, supplied will be used to test that an ordinary user, e.g. a student, may successfully access the appropriate Applications and user data. The account, or accounts, may be newly created or existing accounts.
- 1.21. Ensure that PTL installation engineer is granted full and exclusive access to all parts of the network between 0900 hours and 1700 hours. Any Works to be undertaken outside of these hours will be agreed with the Customer. If access is not available to the full extent of these hours (e.g. due to site staff wishing to close the site early in holidays), PTL will count a full day as having elapsed. The Customer may need to schedule extra on-site days at the Customer's expense to compensate.
- 1.22. Ensure that members of the Customer's network support staff may be easily contacted during the period over which the Works are being carried out.
- 1.23. Ensure that PTL installation engineer is informed of any operational difficulties with either any existing network or building infrastructure prior to the commencement of the works.
- 1.24. Backup and maintenance of the final system configuration once the Works have been completed, unless specified in the SOW.

- 1.25. Ensure that full and legal licences are possessed for all Software installed on the Server or Workstations before, during or after the Works to be carried out.
- 1.26. Following the completion of the works and with the exception of any outstanding actions detailed in the SOW form the Customer must endeavour to functionally check all Hardware and Software installed or configured under the SOW.
- 1.27. Functional checks should be carried out over the first 5 days under full operational conditions i.e. with normal numbers of users logged on and accessing the Hardware and Software in typical modes of use.
- 1.28. Where the works have been completed during out of term periods, such as school holidays, functional checking would normally be carried out at the start of the next term.
- 1.29. Incidents, where Hardware or Software fails during the functional checking, should be reported directly to PTL Customer Support.
- 1.30. Customer should expect to carry out reasonable levels of diagnostics and assistance to PTL Customer Support in rectifying any reported failures.
- 1.31. Issues of a non-technical nature arising from the works, or enquiries regarding outstanding tasks should be reported to PTL project coordinator.
- 1.32. In the event of an issue that would impact significantly on the delivery of the project, the Customer and PTL to agree and action plan with commitment from both the Customer and PTL and their staff in the delivery of a resolution.

Hardware

- 1.33. PTL will only the commission the Hardware and Software upgrades detailed in the main part of the SOW.
- 1.34. Any other dependent Hardware or Software upgrades must be installed by the Customer before or after commencement of the works.
- 1.35. PTL will use reasonable endeavours to install Customer supplied Software drivers for any supplied Hardware items. PTL will not be responsible for obtaining the Software drivers or determining their correct function for the Hardware.
- 1.36. PTL cannot be held responsible for the performance of a Workstation if the Hardware specification does not meet the requirements necessary to run a particular application and will not undertake tasks to configure Workstations that do not meet the required specification.
- 1.37. PTL cannot be held responsible where a system cannot be made to function correctly for reasons beyond our reasonable control, e.g. virus infection, misuse or abuse, force majeure, faulty or incompatible Hardware (unless supplied as part of this integration work) or corrupt or incompatible Software supplied by the Customer.

2. Process for Addressing Significant Delays/Issues

- 2.1. This is relating to delays and issues on the initial installation where the delays are related to PTL's responsibilities. These could be related but not limited to:
 - 2.1.1. Hardware failing to arrive on time, shortfall on delivery shortfall and/or hardware being diagnosed as Dead On Arrival (DOA);
 - 2.1.2. Incorrect product licensing applied or to wrong end-user (e.g. allocated to a school with a similar name);
 - 2.1.3. Engineer is delayed on arrival, this could be due to traffic, illness and other unforeseen circumstances;
 - 2.1.4. Release of new versions of recommended software and operating systems (e.g. XenServer 6.2 or Server 2012R2) at the request of PTL.
- 2.2. Solutions:
 - 2.2.1. On the condition that there is a single virtual host, then work can still continue as long as replacement hardware is in place before go-live.
 - 2.2.2. Most key licensing (Citrix/Microsoft) have 30 days free use, providing time to resolve any licensing issues before the grace period expires.
 - 2.2.3. PTL recommends that projects are phased when the "go-live" has a significant impact to all users.

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This ensures that each milestone is completed and provides space with the project plan to address delays.

- 2.2.4. In the event of a significant "go-live" event, two engineers are assigned. If one engineer is delayed, there will be at least one engineer on-site (supported by remote support). The Customer will also have experience to be supported remotely by PTL.
- 2.2.5. If PTL wishes to be an early adopter of new versions of software and operating systems, PTL will include additional days (not chargeable to the Customer) to allow our staff to become accustomed with the latest releases. If the Customer wishes for new versions to be installed that are not yet supported by PTL, then any delays will not be the responsibility of PTL.
- 2.2.6. In all cases, PTL will communicate with the Customer the cause of the delays and the plan to recover any lost time. The Customer will be responsible to assisting PTL to notify appropriate users that are affected by any delays. Where the plan to recover days may impact on the final completion date, PTL and the Customer are to agree, if possible and where appropriate, any component of the project that could be rescheduled after the main "go-live" project finish. Any clauses relating to payment upon completion would still be applicable.

There are others possible delays/issues relating to the school and/or third party such as the ISP not opening up applicable ports or third party media and licensing not being available. This is covered under Customer responsibilities on the contract.

Documentation

Following completion of the Works the Customer will be issued with a copy of the installation documentation supplied to PTL support teams. A full report detailing the exact configuration and set-up will only be issued if this has been agreed as part of the SOW.

Software Application Installation

- 2.3. PTL will use reasonable endeavours to ensure that any Third Party Software supplied for inclusion on systems is installed in accordance with the requirements of the Customer. Where this is not possible due to limitations of the Hardware and/or Software the Customer will be informed at the earliest possible opportunity.
- 2.4. Where existing Software Applications are migrated from existing systems the Applications will be migrated on an "as exists" basis and any issues with the existing Software will not be investigated or rectified.
- 2.5. It is the responsibility of the Customer to ensure that a Customer representative, with sufficient knowledge of the Software application, is available to ensure the application is fully tested following the installation
- 2.6. The Customer should be aware of any limitations regarding the on-going support of bespoke non-PTL supported applications that were requested as part of the scope of work. The support of such applications may not be included under PTL Support Contact.

TERMS AND CONDITIONS - GENERAL

CANCELLATION OF ORDERS

If for any reason the Customer is unhappy with any purchase, the Customer shall be entitled to return it to PTL, at the Customer's expense, in its original condition within 28 days of the date the relevant item is received by the Customer, unopened (with any seals and shrink-wrap intact) and PTL will issue a full refund for the price paid for the item.

The Customer must ensure the product delivery note, the Customer's name and address together with the returns authorisation number are enclosed with the returns package to enable PTL to identify the Customer and the returns package. Provided the Customer has complied with the provisions of this paragraph, the Customer will be liable only for the cost of return of the Product to PTL.

The Customer must take reasonable care of the Product whilst it is in the Customer's possession and ensure it is appropriately marked for safe return to PTL. PTL may in its sole discretion accept or reject the cancellation of any order once the order has been accepted by PTL and reserves the right to impose a cancellation charge to be specified by PTL, which shall be payable immediately.

If the product that needs to be returned or cancelled is delivered by electronic means, then there is no guarantee that the third-party will revoke the licence issued to the Customer. All endeavours will be made by PTL to ensure that this can be done.

FORCE MAJEURE

PTL shall be under no liability for any loss (including consequential loss) damage or delay or expenses of any kind whatsoever cause wholly or in part by act of God, outbreak of War, civil commotion, governmental policies or restrictions of export or import or other licenses, trade or industrial disputes of whatever nature, whether or not such dispute involves PTL, its servants or agents or any other contingency whatsoever which is beyond the control of PTL.

CUSTOMER'S BANKRUPTCY OR INSOLVENCY

If the Customer makes a proposal for or enters into a scheme or arrangement or a composition with his or its creditors or fails to comply with a Statutory Demand for the repayment of a debt within the time allowed, or if (where the Customer is an individual or where the Customer is a Partnership, in the case of an individual partner) an application is made to the Court under part 8 of the Insolvency Act 1986 for an interim Order for the purpose of a voluntary arrangement or an Order is made for the administration of his Estate pursuant to part 6 of the County Courts Act 1984 or a Bankruptcy Petition relating to him is presented to the Court, or he is adjudged Bankrupt or if (where the Customer is a company) a Petition for an administration Order is presented to the Court pursuant to part 2 of the Insolvency Act 1986 or the Customer passes a resolution or the Court makes an Order that it shall be wound up otherwise than for the purpose of an amalgamation or reconstruction or a Receiver or Administrative Receiver is appointed of any of the assets or undertaking of the Customer or circumstances arise which entitled the Court or a creditor to appoint the Receiver or any Administrative Receiver or (where the Customer is either a company or Partnership) which entitle the Court to make a Winding Up Order (whether the Customer is a company or a Partnership or an individual) the Customer takes or suffers any similar action in consequence of debt, PTL may stop any goods in transit and suspend further deliveries and may forthwith determine the contract without prejudice to the continuation of all PTL's rights hereunder and to any existing claims. In such event it shall be lawful for PTL to enter the premises where the goods are situated and take possession of the goods and any materials the title to which has not passed to PTL in accordance with the conditions hereunder.

RISK

The risk in the goods shall pass to the Customer upon delivery.

RETURNS

No goods shall be returned to PTL without the written agreement of PTL or valid Returns Authorisation Number issued by PTL. PTL accepts no liability for any returns whilst in transit to PTL. PTL reserves the right to make a charge, to be specified by PTL, for handling and restocking goods returned for replacement or credit which were supplied correctly according to the Customer's purchase order, or where PTL believes a charge to be justified. PTL reserves the right to reject returned goods and reinstate all existing invoices if the information given to the Customer is found to be incorrect or incomplete.

NON-WAIVER OF RIGHTS

The failure by either party to the contract to exercise or enforce any rights conferred by the contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereof.

COMPLAINTS

Precedence Technologies Ltd (PTL) is committed to treating all customers with respect and courtesy - and we will do all we can to make sure you're satisfied with the guidance and support we offer.

When you have a complaint about PTL, your first port of call should be our Customer Support Team. You can contact them on 08456 446800 (or 01223 359900) or support@precedence.co.uk. If you don't feel they've resolved the issue, take your complaint to the Customer Care Officer by emailing customercare@precedence.co.uk. The Customer Care Officer role is independent of our sales or support teams. This independence allows them to assess all sides of the issue and liaise with all teams to resolve your complaint.

If you'd rather post us your complaint, the address is:

Customer Care

Precedence Technologies Ltd
Technology House
36a Union Lane
Cambridge
CB4 1QB

COMPLAINTS: Our next step

We'll acknowledge your complaint within two working days of receiving it. We'll then look into the issue and aim to respond within 10 working days. If it requires a longer investigation, we'll get in touch within those 10 working days to let you know when you can expect us to respond.

If we don't hear from you again within 20 days of our response, then we'll consider the matter resolved. We keep all complaints on file to help us monitor the numbers and types of complaints we receive and, where needed, make changes to our systems and services in response to your feedback.

COMPLAINTS: Taking your complaint further

You might feel that the response you received from our Customer Care Officer didn't resolve your complaint. In which case, you should escalate it to our Managing Director.

When making an escalated complaint, please make sure you include full details of your complaint, including the reasons why you aren't happy with how we've dealt with it so far. All complaints to our Managing Director should be made in writing and emailed to complaints@precedence.co.uk. They should include the following information:

- Your name and contact details
- The products and services concerned
- A clear description of your concern or complaint
- What steps you would like us to take to resolve the issue

Please also remember to write 'Complaint' clearly in the subject line of your email. We'll acknowledge your complaint within two working days, and come back to you with our final response within 10 working days. If we think it will take longer than this to look into it properly, we'll get in touch within these 10 working days to let you know when you'll get our final response.

Precedence Technologies Ltd