
**KRAYMA TECHNICAL SOLUTIONS
LIMITED**

**CONDITIONS FOR THE SUPPLY OF
SUPPORT SERVICES**

SUPPORT SERVICES CONDITIONS

1. Definitions

1.1 In these Support Services Conditions, the following expressions will have the following meanings, unless inconsistent with the context:

“Core Conditions”	the “ <i>Core Conditions of Supply</i> ” of Krayma to which these Support Services Conditions are attached or appended
“Customer Service Centre Hours”	as defined in the SLA
“Support Services Conditions”	these conditions (clauses 1 to 6) which are to be read in conjunction with the Proposal, Core Conditions, SLA and remainder of the Agreement
“Additional Support Services”	any services provided by Krayma to the Client pursuant to clause 5 (if any)
“Support Services Fees”	the fees for the Support Services as set out in the Proposal, as amended from time to time in accordance with clause 5
“Support Services”	those helpdesk and reactive support services to be provided to the Client by Krayma pursuant to the Agreement, as described in these Support Services Conditions, the SLA and the Proposal
“Managed Software”	that computer software specified in the Proposal in respect of which the Support Services are to be provided
“Operational Guide”	that guide produced by Krayma for its customers further defining their use of the Support Services, as the same may be amended by Krayma from time to time
“SLA”	the service level agreement for the Support Services, appended to the Agreement and which forms part of the Agreement
“Support Hours”	as defined in the SLA

1.2 Terms and expressions not defined in these Support Services Conditions will unless the context otherwise requires have the meaning given to that term or expression in the Core Conditions or other set of Additional Conditions.

1.3 References in these Support Services Conditions to clauses will, unless stated otherwise, be to clauses of these Support Services Conditions.

2. **Provision of Support Services**

2.1 Krayma will provide the Support Services to the Client upon the terms and conditions of these Support Services Conditions, the SLA and the remainder of the Agreement.

2.2 Without prejudice to the provisions of clause 10 of the Core Conditions, Krayma will provide the Support Services for the initial support period referred to in the Proposal (the “**Initial Support Period**”) and will continue beyond that period, subject to termination by either party serving three months’ written notice on the other to expire on the last day of the Initial Support Period or thereafter. The “Initial Support Period” is 12 months. Termination of the support agreement during the “Initial Support Period”, other than to give notice at the end of the “Initial Support Period”, will be at the sole discretion of Krayma Technical Solutions Ltd, unless there is a case of negligence on the part of Krayma Technical Solutions Ltd. After the "Initial Support Period", either party may serve three months written notice to terminate the contract.

2.3 Krayma will only be obliged to provide the Support Services:

2.3.1 during Support Hours;

2.3.2 if an Out of Hours Provision agreement is in place.

2.3.3 in relation to the Services Provided in the SLA.

2.4 Krayma will not be required to follow any system maintenance windows or routines designated by the Client for the provision of Support Services, unless agreed by Krayma in writing.

3. **Limitations of the Support Services**

3.1 The obligation of Krayma to provide the Support Services will not extend to:

3.1.1 any software or hardware or other equipment which does not form part of the Managed Support Service;

3.1.2 installation of software and hardware and other equipment;

3.1.3 Reconstitution or rectification of lost or corrupted data where the loss or corruption has resulted other than from the fault of Krayma.

3.1.4 Failure of the Client to implement reasonable recommendations in respect of or solutions to faults previously advised by Krayma.

3.2 Krayma will not be liable for any failure to provide the Support Services which arises as a result of the failure by the Client to comply with its obligations as set out in the Agreement.

3.3 Krayma will not be obliged to provide any services which are not Support Services, unless otherwise agreed with the Client in writing pursuant to clause 5.5.

4. Client's Obligations

4.1 During the continuance of the Agreement the Client will:

4.1.1 comply with the provisions of the SLA with regard to the provision of the Support Services;

4.1.2 fully back-up and validate all programs, data and records held or stored and retain security and back-up copies, in accordance with best computing practice;

4.2 The Client shall if requested by Krayma provide staff familiar with the Client's programs and operations, who shall co-operate fully with Krayma's personnel in the diagnosis of any malfunction. The Client will provide to Krayma such information as it may require in relation to those parts not supplied by Krayma including accurate details of warranty cover for those parts.

4.3 The Client will at all times maintain a complete and accurate inventory of the software and hardware and other equipment covered by the Managed Service and will make this available to Krayma upon request.

5. Support Services Fees

5.1 Krayma will invoice the Client:

5.1.1 Monthly or annually in advance for the Managed Support Services Fees referred to in the Proposal; and

5.1.2 at the end of each calendar month for Additional Services provided in that month and Services which are referred to in the Proposal as being charged on a time and materials basis.

5.2 Krayma will not be obliged on termination of the provision of the Support Services to make any refund to the Client of any Support Services Fees paid in advance unless termination in accordance with Clause 10 of the Core Conditions is through the actions of Krayma. In this event Krayma will agree a refund with the Client that reflects the value of the Support Services paid for but not delivered. If the reason for termination cannot be agreed, both parties agree to resolve the issue in accordance with clause 12 of the Core Conditions.

5.3 If the Client does not pay the Support Services Fees in accordance with the provisions of the Agreement, Krayma may (without prejudice to its other rights and remedies available in connection with the Agreement) withhold provision of the Support Services until payment is made in full and cleared funds.

5.4 If there is a change to any of the matters set out in the Proposal affecting the provision of the Support Services including any of the assumptions of Krayma as to the provision of those Services, Krayma may revise the Support Services Fees to take account of such change.

5.5 Where:

5.5.1 Krayma agrees in writing to provide system support services to the Client in addition to the Support Services,

5.5.2 provides services in respect of any of the matters referred to in clause 3.1 or outside Support Hours,

the Client changes its requirements for the Support Services and Krayma agrees to accept that change, or where Krayma incurs additional obligations or time as a consequence of the Client's failure to comply with its obligations under this Agreement, then the Client will pay for those additional services at the standard rates of Krayma from time to time in force applicable to the provision of the services in question. No work will commence without prior agreement from the Client.

5.6 Where the SLA provides, the Client may redeem "service tokens" it purchases from Krayma by ordering from Krayma an agreed element of Support Services or other system support services which Krayma will provide for up to the relevant limit of Support Hours detailed in the SLA. Each token can only be redeemed once and must be redeemed within the relevant time period stated in the SLA.

6. **Warranty**

6.1 Krayma warrants that it will provide the Support Services and any Additional Support Services with reasonable care and skill (the "**Support Services Warranty**").

6.2 Krayma will only be liable for a breach of the Support Services Warranty where no Outstanding Monies remain payable (save where the Client has in writing raised a bona fide dispute) and the Client notifies Krayma in writing of a failure within 30 days of the performance of the relevant Services.

6.3 If the Client makes a valid claim against Krayma based on the failure of Krayma to comply with the Support Services Warranty, then Krayma will at its option take such steps as are necessary to remedy such failure or refund such part of the Support Services Fees as relates to such services.

6.4 Notwithstanding the provisions of clause 10.4 of the Core Conditions the aggregate liability of Krayma under or in connection with the Support Services Warranty and these Support Services Conditions will in no event exceed one times the Support Services Fees paid to Krayma during the preceding twelve month period.

6.5 If Krayma complies with clause 6.3, it will have no further liability for a breach of the Support Services Warranty.