



VANGELIS SOLUTIONS LTD

Managed Services: Definitions, Terms & Conditions

Our managed services will be:

- billed monthly based on a 12, 24 or 36 month contract basis
- payable in advance via a standing order on the 1st of every month
- billed primarily based on the number of desktop, laptops and servers to be managed subject to our terms and conditions

Other services incurred during this plan will be billed at rates of:

On-Site Services

An agreed number of Onsite Service hours are included with this plan. Please call for a full copy of Terms and Conditions detailing costs.

As Needed Technical Services (Base Rate)

Please call for a full copy of Terms and Conditions detailing costs.

Rapid Response Technical Services

Please call for a full copy of Terms and Conditions detailing costs.

Consultancy Services

Vangelis Solutions provides a range of Consultancy services. Please call for a full copy of Terms and Conditions detailing costs.

Additional hours, As Needed hours, Rapid Response and Consultancy Services, will be invoiced upon completion. Payment terms for any of these additional hours will be 30 days.

Standard Support Hours

Monday through Friday from 9:00 a.m. to 6:00 p.m. Extended hours of cover may be negotiated as required.

Overtime

Services provided to Client before 9:00 a.m. and after 6:00 p.m. on weekdays, and Services provided over weekends and during public holidays, will be billed at time and a half, unless otherwise stated in writing and agreed in advance.

Minimum Charges

Services not included in the contract provision, will incur a minimum charge of; 2 hours for Onsite, 15 minutes for telephone / remote.

Contract Cancellation

Vangelis Solutions will:

- require 3 months notice of cancellation in writing for the termination of any 24 or 36 month contract (2 months notice for a 12 month contract).
- In the event of cancellation, system documentation and passwords will be handed over on receipt of payment for all outstanding invoices and charges.
- provide reciprocal notice in writing in the event of Vangelis terminating the contract for any reason and assist in ensuring a smooth handover to the replacement IT Support service. All documentation and passwords will be provided during this process

Standard Terms & Conditions

Definitions

"Conditions" means the conditions of the project set out in this document and any special and/or additional conditions agreed in writing by us. "Vangelis Solutions", "Vangelis", "VSL", "we", "our" and "us" means Vangelis Solutions Ltd. "Project" and "Proposal" means "project proposal". "You" or "the client" means a company or organisation that Vangelis Solutions Ltd. has addressed a Project or Support Proposal to. "Writing" means by letter, e-mail or fax.

Charging Policy

Services are based on actual time spent, regardless of the complexity of the problem or issues addressed. Furthermore, stated rates shall apply regardless of whether the Services are performed on-site, remotely or by telephone.

Rate Increases

Vangelis Solutions reserves the right to periodically increase its rates, and will provide Client with no less than 30 days written notice thereof.

On-Site Appointment Cancellation Policy

Client will not be charged for appointments that are cancelled in writing (letter, fax or e-mail) by Client with 24 hours or more advance notice. Client will be charged for and agrees to pay for any scheduled hours for cancellations with less than 24 hours notice.

Client is responsible for placing any written time limits – if necessary – before services are provided by

Vangelis Solutions and cannot be retroactive.

Reimbursement for Supplies

On occasion, Vangelis Solutions may need to purchase spare parts, other equipment, supplies, accessories or software; in this event, Client shall be responsible to and agrees to reimburse Vangelis Solutions for all such costs or expenses incurred. No purchases will be made without prior Client approval.

Sub-contracting

Vangelis Solutions may at its discretion sub-contract work to third parties in the course of the carrying out of support services or project work.

Interest

Where any payment is not made by the due date, we reserve the right to charge interest from the date of invoice, until paid in full. This interest will be charged at the rate of 8% above the Barclays Bank base rate and shall be compounded monthly.

Default

If the client fails to make any payment by the due date, Vangelis Solutions may suspend performance of all obligations under this agreement. Furthermore, Vangelis reserves the right to involve outside agencies in debt recovery.

Ownership - Passing of Title

Title and ownership of equipment and services supplied under this agreement remains with Vangelis Solutions until the client has made payment in full. Alternatively, if the equipment and services are provided as part of a project, ownership remains with Vangelis Solutions until the client has made payment in full for the entire project.

Ownership - Repossession

Until title and ownership of equipment and services supplied under this agreement pass to the client, we may require that the client deliver up the equipment to us, if the client fails to do so, we may enter any premises where the equipment is and repossess the equipment. Failure to pay for goods where there has been an agreement to provide such goods will result in a 20% restocking fee.

If Vangelis enlists the services of a collection agency to collect any amounts due to it from Client under this Agreement; Client shall be responsible for and agrees to pay all such collection costs.



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Risk to Equipment

The equipment shall be at the client's risk from the time the equipment is delivered or tendered for delivery (regardless of whether title and ownership have passed to the client in accordance. We may deliver the equipment whether or not the owner or any person on behalf of the owner is present at the site at the time the equipment is delivered or tendered for delivery.

Insurance for Equipment

It shall be the responsibility of the client to insure the equipment from the time of delivery.

Confidentiality

Vangelis Solutions and its representatives will at all times operate a completely confidential service and will not divulge any information about the Client, the work to be carried out, or being carried out for the Client or by the Client without the Client's permission.

Authorisation

Client acknowledges that the person signing this Agreement on its behalf is authorised to do so and may bind Client to all the terms and conditions contained herein, and represents and warrants that such person is acting within the scope of his or her authority as an officer, director or duly authorised agent or employee of Client.

Notice

All notices, requests and communications under this Agreement shall be in writing. Notice shall be deemed to have been given on the date of service if personally served or served by facsimile on the party to whom notice is to be given. If notice is mailed, it shall be deemed to be given within seventy-two (72) hours after mailing, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, and addressed to; Vangelis Solutions Ltd, En Route, 12-20 Camomile Street, London, EC3A 7PT.

Alterations to Services or Equipment

If the client alters any Services or Equipment conducted or managed by Vangelis Solutions without the express written consent of Vangelis, Client does so at its own risk and expense. Vangelis Solutions shall not be liable or responsible for problems created as a result of Client's alteration of Services, Equipment and/or Client's network or system. If Client wishes Vangelis to correct or fix its alterations or problems

relating thereto, such Services by Vangelis will be considered a new project and Client agrees that the same terms and conditions set out in this Agreement shall apply.

Obligation to Back-up Software

Client shall be responsible for maintaining backups of all critical software, documents, and applications on all of Client's file servers, personal PC's, organisers, and other electronic equipment.

Client Warranty re Software Licensing

Client warrants that all software it provides to Vangelis Solutions for installation, configuration or use in any way, has been legally obtained and is properly licensed. Client further warrants that it has legally purchased sufficient number of copies of such software and that it has not violated any licensing laws.

Vangelis Solutions has no knowledge regarding licensing of software provided to it by Client and Client indemnifies Vangelis Solutions for any installation, configuration or use of such software. Client understands and acknowledges that that it shall be solely responsible and liable for all licensing and purchasing of software.

Limitation of Liability

Vangelis Solutions shall not be liable to Client for direct damages greater than the amount or price payable hereunder for its Services. Further, Vangelis Solutions shall not be liable to Client for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory.

Relationship

Vangelis Solutions provides Services to Client hereunder as independent contractor, and this Agreement shall not be construed as a partnership or joint venture.

Non Solicitation of Employees

Client acknowledges that Vangelis Solutions has a substantial investment in its employees that provide Services to Client under this Agreement and that such employees are subject to Vangelis Solutions' control and supervision. In consideration of this investment, Client agrees not to solicit, hire, employ, retain, or contract with any employee of

the other, without first receiving Vangelis' written consent.

If any employee terminates his or her employment with (regardless of the reason for termination), and is employed by Client (or any affiliate or subsidiary of Client) in any capacity either during or within a 12 month period, Client shall immediately pay Vangelis Solutions an amount equal to 50% of the then current yearly salary or wage paid by Vangelis Solutions to such employee.

Severability

Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting in any way the remaining provisions hereof or, to the extent permitted by law, rendering that or any other provision invalid, illegal or unenforceable.

Entire Agreement

This Agreement contains the entire agreement between the parties regarding the subject matter herein, and supersedes any prior agreements or representations, whether oral or written. No agreement, representation or understanding not specifically contained herein shall be binding, unless reduced to writing and signed by Vangelis Solutions and Client.

Attorneys Fees & Costs

In any action involving the enforcement or interpretation of this Agreement, the prevailing party, whether Client or Vangelis Solutions, shall be entitled to its reasonable attorneys' fees and costs, including such fees and costs incurred in connection with any appeals, in addition to such other relief as may be provided by law.

Arbitration & Governing Law

Any controversies arising out of or relating to this Agreement or the interpretation, performance or breach thereof shall be settled by binding arbitration in the United Kingdom. Judgment upon any award rendered by the arbitrator(s) may be entered and enforced in any court having jurisdiction.

English law shall govern the construction, validity, and interpretation of this Agreement and the performance of its obligations.



Projects: Additional Terms & Conditions

Project Proposal

We will prepare a Project Proposal based on instructions and information given to us by the client.

The Project Proposal defines:

The estimated price for the Project.

- The consultancy, hardware, software and accessories that we offer to provide.
- The client's desired start and finish dates for the project
- Quotes and estimates for other type of work will be made in a similar manner to work for project proposal and will be governed by the same terms and conditions set out herein.

We reserve the right to charge pro rata for work done towards a solution where a proposal or subset of ideas from Vangelis Solutions is implemented without Vangelis' assistance.

Approval

The Client shall notify us in writing within 7 days of receiving the Project Proposal whether or not the proposal has been accepted.

Vangelis Solutions reserves the right to bill the client for work carried out in preparation of the Project Proposal.

The acceptance of the proposal authorises that the purchase of the non-consultancy items in the proposal can be made before the project start date. Payment for these items is set out below.

Payment

At our discretion, we will invoice for and require the payment of non-consultancy items such as purchases (hardware, software and accessories etc) in the project proposal prior to commencement of the project or as part of any ongoing business relationship.

Projects with a total charge of £1,000 or more, will require a 15% deposit before commencement.

Price

The quoted price in the Project Proposal represents our best estimate of the likely cost to the customer of the project. We will use our best endeavours to complete the project within the estimated price. However, where the estimate is exceeded for any

reason other than our fault, we will be entitled to recover from the customer the fair and reasonable increase in price. We will also aim to give fair warning of any change in price.

The estimated pricing is subject to change in line with any change in price by our suppliers.

Invoices and Due Dates

At our discretion, and where we have not received payment in advance, we will invoice for non-consultancy items when they are received by or registered to the client, and require payment of this invoice within 14 days. The consultancy charges in the proposal shall be due within 30 days of completion of the project.

Completion Date

We will use our best endeavours to complete the project by the estimated finish date. The estimated finish date is approximate only, and provided we use our best endeavours, we shall not be liable for any delay. We will however, aim to give fair warning of additional time that will be spent on a Project should it occur.

Cancellation

In the event of cancellation by the Client prior to the completion of the project, payment will be due for any work carried out pro rata to any activities or stages partly or fully completed as detailed in the project proposal.

Copyright

Copyright in any project design in the project proposal produced by Vangelis Solutions shall remain the property of Vangelis Solutions. The project design must not be disseminated to or used by any third party without the explicit written permission of Vangelis.

Where the project is accepted by the client, license to use the design in the project proposal is granted to the client only after payment for the project is made in full. Further, the client is limited in using the design in the project proposal for the purpose that it was produced.

Where the project is not accepted by the client, the design license is not granted. The design must not be used or disseminated whatsoever. If the client is in breach, we shall be entitled, without limitation, to recover from the customer a reasonable fee for such use.