

1. INTRODUCTION

This page sets out the Specific Terms on which (together with the General Terms and Order Terms forming part of the Agreement between us) we, Fonezone Telecommunications Limited trading as Barclay Communications, a company incorporated in Northern Ireland under registered company number NI040916, whose registered office is at Grove House, 145 - 149 Donegall Pass, Belfast, County Antrim, BT7 1DT ("we" or "us") provide IT products, including hardware and software (other than mobile communications devices, Microsoft Office 365® software, our WorkPal application or SOTI's MobiControl mobile device management software, the provision and/or support of which is dealt with under separate specific terms) ("**Products**") and associated services, including IT installation and support services ("**Services**") to you as our client ("**you**"), as may be more specifically set out within the relevant Order Terms.

1.1 Unless otherwise defined herein, any terms used in these Specific Terms shall have the meaning attributed to them in the General Terms.

1.2 These Specific Terms apply to the Agreement between you and us for the supply of the Deliverables. Please note that by ordering any such Deliverables from us, you agree to be bound by the terms of our Agreement. Where we provide any products or services to you other than the Deliverables the provision of such products or services shall be governed by the relevant Additional Terms applying to such products or services.

1.3 You should print a copy of these Specific Terms or save them to your computer for future reference.

1.4 Any quotation given by us shall not constitute an offer, and is only valid for a period of 14 calendar days from its date of issue, unless stated otherwise on the relevant quotation.

1.5 We may amend these Specific Terms from time to time as set out within the General Terms. Every time you sign or agree a new Order Form for the provision of Deliverables please check these Specific Terms and the General Terms to ensure that you understand the terms which will apply to our Agreement at that time. These Terms were most recently updated on 22nd September 2014.

2. DEFINITIONS & INTERPRETATION

2.1 The following terms shall have the following meanings in these Specific Terms:

"**Agreement**" means the agreement between you and us for the provision of the Deliverables;

"**Charges**" means the charges for Services calculated in accordance with the rates detailed within the Order Form, the charges for any Products we may provide to you from time to time (at the prices specified by us) and the charges otherwise provided for under the Agreement, to be paid by you in accordance with the other terms of the Agreement in return for the supply of the Deliverables;

"**Clause**" means a clause of these Specific Terms;

"**Deliverables**" means the Products and the Services together;

"**General Terms**" means our general terms and conditions for the supply of products and services, which shall apply to the Agreement between you and us in addition to these Specific Terms and any Order Terms;

"**Order Form**" means the IT services order form signed by you in respect of the supply of the Deliverables;

"**Order Terms**" means, in respect of the provision of the Deliverables outlined herein, the Order Form;

"**Out of Hours**" has the meaning given to it in the Order Form;

"**Specific Terms**" means, in respect of the provision of the Deliverables outlined herein, the terms and conditions in this Schedule A; and

"**Your Representative**" means the person duly authorised by you to act on your behalf for the purposes of the Agreement and identified to us by you under Clause 4.2.

3. SUPPLY

3.1 Following the date of signature or agreement of the Order Form, and in consideration for payment by you of the Charges, we shall use our reasonable endeavours to provide the Deliverables to you in accordance with the Agreement.

4. CUSTOMER OBLIGATIONS AND ACKNOWLEDGEMENTS

4.1 You shall (a) co-operate with us in all matters relating to the provision of the Deliverables; (b) take all steps reasonably necessary to ensure the safety of our personnel when attending at your Premises; (c) not permit anyone else to perform maintenance services on your equipment concurrently with us without our prior consent.

4.2 No later than five Business Days after the Commencement Date, you shall notify to us the name of the person appointed as Your Representative for the purposes of the Agreement. Your Representative shall have the authority to bind you in all matters relating to the Agreement.

4.3 If our performance of any of our obligations under the Agreement is prevented or delayed by any of your, or your agents', sub-contractors', consultants' or employees', acts or omissions, we shall not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

4.4 You shall be liable to pay us, on demand, all reasonable costs, charges or losses sustained or incurred by us (including without limitation any direct, indirect or consequential losses) that arise directly or indirectly from your fraud, negligence, failure to perform or delay in the performance of any of your obligations under the Agreement, subject to our confirming such costs, charges and losses to you in writing.

4.5 You acknowledge that: (a) we shall have no responsibility for, and you shall be exclusively responsible for: (i) reviewing any Deliverables we provide and assessing their suitability for your requirements; (ii) ensuring that your staff are trained in the proper use and operation of the Products (as applicable); (iii) ensuring the security, completeness and accuracy of all inputs and outputs; (iv) making regular backup copies of your data to ensure recovery of your data if your software or hardware (including any Products) malfunctions; (v) the selection, use of and results obtained from any Deliverables we provide; (vi) compliance with any third party terms applicable to the use of any hardware or software we may provide; (b) the level of the Charges reflects the allocation of risk between the parties set out in the Agreement; (c) you are in a better position than we are to assess and manage your own risk in relation to your use of your hardware and software; (d) our ability to supply the Deliverables shall depend upon, inter alia, the availability of appropriate resources at the time in question; and (e) that we give no guarantee that the Services will be successful in meeting your requirements.

5. CHARGES

5.1 Any contrary provisions of the Order Form and the General Terms notwithstanding, we reserve the right to require an advance payment of a deposit (in whole or in part) for any Products we supply to you pursuant to the Agreement.

5.2 As outlined in the Order Form, when calculating the Charges for the Services we provide, different rates will apply to customers who have paid for varying blocks of Service hours under the "Barclays Bytes" scheme. We reserve the right to alter our prevailing rates for our Services (either under the "Barclay Bytes" scheme or otherwise) at any time and without prior notice.

5.3 For the avoidance of doubt, where further Services are required once all Service hours paid for under any "Barclay Bytes" scheme have been used, our then current standard hourly rates shall apply to any further Services provided. We shall not be obliged to inform you, at any time, that all "Barclay Bytes" hours paid for have been used, and shall not be obliged to fix Charges for any further Services offered at the levels available under the relevant "Barclay Bytes" scheme initially subscribed to by you. You shall be liable to pay, on demand, any further Charges in respect of any further Services provided at our then current standard hourly rates.

5.4 Charges for any Services we provide to you Out Of Hours, regardless of whether we have been given advance notice that Out of Hours Services are required, will be charged to you at our standard rates for Out of Hours Services, which are clearly shown in the Order Form.

6. SERVICES

- 6.1** Any requests for support Services must be made in accordance with the support procedures set out on the reverse of the Order Form.
- 6.2** We cannot provide support Services in respect of any proprietary or closed source software, or any counterfeit or fake software. Without prejudice to the foregoing, we also reserve the right not to provide, or to cease providing, support Services in respect of: (a) any Microsoft software that is no longer under warranty from Microsoft, or otherwise has reached its "end of life" status or is no longer supported by Microsoft's mainstream support, (b) any non-Microsoft software, or (c) any other software or hardware as we may indicate from time to time.
- 6.3** We cannot be held responsible for any "changes" made to your IT infrastructure by personnel not employed by us. For the purposes of this Clause 6.3 "changes" include the addition of any hardware, software, equipment or device into your IT infrastructure or network that have not been supplied and configured by us. Further, we cannot be held responsible for any changes, alterations, or modifications made to network and infrastructure settings not approved by us. You shall be solely responsible for the effects of any such changes as outlined in this Clause. Please note that we will retain an audited record of all hardware, software and equipment covered under your agreement with us.
- 6.4** Where we are asked to remove any viruses, Trojan horses, worms, time-bombs, keystroke loggers, malware, spyware, adware or any other harmful programs or similar computer code (**Malicious Code**) designed to adversely affect the operation of any computer software or hardware, we shall use reasonable endeavours to provide such Services and remove all such Malicious Code, but cannot guarantee that this will be successful.
- 6.5** Without prejudice to the generality of any limitations contained within the General Terms, we, in particular, accept no liability for any loss or damage caused in any way by (a) any Malicious Code that may impact your hardware or software (including the Products we supply), (b) any hardware or software failure more generally, including where that failure results in data loss or business continuity issues, or (c) by any of the Products we supply. Whilst, where retained to do so, we shall use reasonable endeavours to remove or delete any Malicious Code from your software/hardware, we cannot guarantee that this will be accomplished. In general, no representation or warranty is given by us that all faults will be fixed, or will be fixed within a specified period of time.
- 6.6** As the Products we provide are, in accordance with the General Terms (and unless otherwise specified therein) substantively covered by the relevant manufacturers' warranties only, and due to the volatile nature of IT Products, we recommend that you consider purchasing Products with extended manufacturer warranties and/or care packs (where available).
- 6.7** The hourly rates for Services set out within the Order Form do not encompass the costs of spare parts or replacements that may be required in respect of any of your equipment, including the Products, in respect of which we may provide Services, which shall be separately chargeable. Please note that we do not offer a certified hardware repair service, and whilst we shall use reasonable endeavours to repair any Products, we do not hold ourselves out as being experts in provision of such Services. Further we cannot guarantee that we will be able to repair any such Products, or source the relevant replacements or spare parts required to restore any such Products to good working order.

- 6.8** For the avoidance of doubt, we do not provide any warranty in respect of the Products we provide, and should the failure or breakdown of any Products not be covered by warranty, any Services you may require us to provide in respect of same, including repair or maintenance of the Products, shall be chargeable.

7. CHANGE CONTROL

- 7.1** Either party may submit written requests for changes to the Agreement (or any part thereof) to the other party during the term of the Agreement. We shall advise you of the likely impact of any such change, including, but not limited to, any effect on the contracts rates for Charges for Services.
- 7.2** The parties shall in good faith discuss changes proposed in accordance with Clause 7.1 as soon as reasonably practicable. Until such time as a change control document is agreed (such agreement not to be unreasonably withheld or delayed by either party) and signed by both parties, covering such change, including any change to the standard rates for Charges for Services and/or the Order Form, both parties shall continue to perform their respective obligations under the Agreement as if such change had not been requested.

8. TERM AND TERMINATION

- 8.1** The Agreement between you and us in respect of the provision of the Deliverables shall come into effect on the date of signing of the Order Form (**Commencement Date**) and, subject to the other provisions of the Agreement, shall continue in force until the termination of the Agreement in accordance with any of its provisions.

9. EFFECTS OF TERMINATION

- 9.1** Termination of the Agreement shall be without prejudice to any rights or liabilities accrued at the date of termination.
- 9.2** Upon termination of the Agreement due to your breach of the Agreement, or due to the occurrence of any of the circumstances specified in clause 12.2 of the General Terms, you shall, at our option, and without prejudice to any of our other rights or remedies, either promptly return to us the Products, or pay to us an amount equivalent to the full retail value of the Products, less such a deduction (if any) on account of depreciation in value as we may determine in our sole discretion to be reasonable, by way of liquidated damages.
- 9.3** Upon termination of the Agreement for any reason, you shall, at our request, promptly return to us or otherwise dispose of any Confidential Information which you may have in your possession or under your control, and pay to us all outstanding Charges and other payments, including interest, due under the terms of the Agreement.
- 9.4** No refund shall be provided for any "Barclay Bytes" support hours paid for but not used by you, including in the event of termination of this Agreement.

10. GENERAL

- 10.1** Conflict: In the event of any conflict or inconsistency between the constituent parts of this Agreement, they shall prevail in the following order: (a) the Order Terms (b) these Specific Terms, and (c) the General Terms.
- 10.2** Survival: Without prejudice to the generality of clause 14.8 of the General Terms, the terms of Clauses 1, 2, 4.5, 6.3 - 6.8, 9 and 10 shall survive expiry, variation or termination of the Agreement.