Advanced Media Engineering Ltd
2nd Floor, Wear House
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EX2 7AE

Tel: 01392 824022

Email: info@amesolutions.co.uk
Web: www.amesolutions.co.uk

FIXED FEE SUPPORT TERMS AND CONDITIONS

Commencement of Support Service Agreement Between The Customer and AME Solutions

Upon commencement of the Support Service Agreement, a system audit will be performed by AME Solutions. AME Solutions at its discretion require the system audit prior to commencement of the support service Agreement. AME Solutions will also require a handover document to be supplied by the incumbent IT Support company.

The customer accepts responsibility of the status of their IT systems prior to any involvement of AME Solutions.

Any issues or inadequate equipment found during the system audit will be noted in the audit report produced and can be corrected or improved by AME Solutions for a fixed price. However, the customer is not obliged to commission AME Solutions to rectify these issues discovered during the system audit.

If the customer chooses not to rectify the existing issues that have been highlighted by AME Solutions during the system audit before the commence of the support service agreements, or there are omissions in the information provided by the customer or the incumbent IT company, then AME Solutions retain the right to charge additional fees or to impose reasonable limits on the IT support provide for certain aspects of the system.

The fees for AME Solutions IT support service will be calculated based on the number of Servers, including virtual servers and Workstations/PCs and laptops within the customers IT system along with any other relevant factors and specific wishes as requested by the customer. A quotation will be provided to the customer confirming costs for the support service.

The Support Service Agreement invoice will include the Support Schedule. This will be a list of the component parts of the support service, the support exclusions and also the associated SLA's.

The support contract covers the following:
~ calls for faults
~ Remote access
~ Support on error codes
~ Support on email, back up, security and anti-virus issues
~ Windows Support
~ Standard Microsoft Application Support
~ Network connectivity
~ Printing support
~ Backup
~ Server patches and service pack support
~ Monthly server status reports
~ General advice
~ Firewall Support - Re-installation of saved configuration and ensuring functionality
~ Antivirus Support - Limited to ensuring functionality. The client is responsible for checking downloads, update distribution and scanning routines (unless part of their IT Partner scope)
~ MS Office support 'Queries' - General user issues, error codes and functionality.
~ MS Office 365 support 'Queries' - General user issues, error codes and functionality.
~ Windows Support – Logging on, Network Connectivity & Drive Mapping, Error code conditions and failures in functionality
~ Server O/S Support – Logging on, Network Connectivity & Drive Mapping, Error code conditions and failures in functionality
~ MS Exchange Support – Support for error code conditions, failures in functionality
~ Backup Support - Trouble shooting failed backups and functionality

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Sign off on the support agreement by the customer, and/or payment of the support service agreement will be deemed as acceptance of the support schedule and therefore acceptance of what will be supported under the terms of the agreement and also AME Solutions terms and conditions.

Support schedules may need to be changed from time to time due to the customers' requirements and changes to their systems. Any such amendments will be recorded and joined onto the agreement.

The Customer will be required to provide confirmation of all Software Licensing applicable to their System either at the commencement of the Agreement or as required by AME Solutions during the Agreement.

Requests for IT Support from AME Solutions

All requests for IT Support from the customer must be made via phone on 01392 824 022, then press option 1 or email to support@amesolutions.co.uk.

The customer must inform AME Solutions as soon as any issues occur. If there is a delay, this may result in further issues causing additional impact.

Upon receiving notification of an issue, the call will be logged into AME Solutions helpdesk support system, which will immediately update the support team. AME Solutions will then attempt to resolve the issue or fault by telephone or remote dial in if possible, before arranging a site visit. Emailing or telephoning an engineer direct to their own email address, mobile phone or emailing any other email address other than our support@amesolutions.co.uk does not constitute as logging a support call. Calls must be logged as advised in these terms and conditions.

If a fault cannot be rectified remotely in the first instance, an onsite visit may be required.

Faults may be dealt with as separate incidents if logged independently generating their own applicable response requirement. If AME have available manpower all attempts will be made to accommodate the Customer's needs.

Delivery of IT Support Services by AME Solutions

IT Support will be delivered by AME Solutions to the customer in accordance with the Support schedule.

AME Solutions will require administrator level access to the Customers systems in order to provide IT Support in accordance with the Support Service Agreement.

AME Solutions reserves the right to install 3rd party software on the customers systems in order to facilitate a remote connection to provide support remotely. This 3rd party tool to provide remote support will be licensed accordingly by AME Solutions and remains the ownership of AME Solutions throughout the duration of the Support service agreement.

If deemed necessarily by the customer AME Solutions can demonstrate and explain why the 3rd party software is required and for what purposes it is intended.

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Whilst working on faults or incidents, AME Solutions Engineers will keep records of the time they spend and the actions taken to resolve the issue. Details will be logged into AME Solutions helpdesk support and time tracking system. These details can be provide to the customer should they request it.

AME Solutions cannot guarantee or commit to the length of time that will be required to resolve any issues or faults.

Whilst providing IT Support, AME Solutions Engineers may refer to colleagues for help and advice with specific issues in order to ensure that any faults or issues are both diagnosed and resolved in an efficient manner.

AME Solutions will at all times endeavour to provide the necessary skills to both respond and remedy the fault. However, it should be noted that from time to time due to the nature of computer related faults we may be subject to external factors beyond our control that consequently delay resolving the fault.

AME Solutions retains the right at all times as to whether IT Support will be delivered remotely or on site at all times.

Whilst delivering IT Support the customer shall provide as much technical assistance as requested by AME Solutions and provide all materials and related products associated to the support issue. The customer will provide AME Solutions with unrestricted access to the system and will provide the facilities that the AME Solutions engineers requires in order to carry out the work. AME Solutions will not be liable where the engineers cannot provide support as a result of a customer failing to provide such facilities or assistance.

The customer accepts that whilst AME Solutions may provide advice on software licensing matters the customer will be legally liable for maintaining, acquiring and providing the appropriate licensing agreements for all software on use on their IT systems. Consequently, the customer will be solely liable to pay any fines, fees or any other cost associated with software licensing except for the software installed by AME Solutions to provide remote support.

AME will make every reasonable attempt to find answers to your questions and solutions to your problems. However, we cannot guarantee that all defects will be fixed or that all of your questions or issues will be resolved. Our services are provided “as is” and all warranties regarding such services, whether expressed or implied, are hereby excluded, included but not limited to the products fitness for purpose.

Availability of IT Support from AME Solutions

Our standard working hours are defined as Monday to Friday, 8:30am to 5pm, this excludes English bank holidays.

If cover is required for evenings and weekends, please refer to our Out of Hours support contract which can work in conjunction with this contract. This will provide the customer with extended hours of service beyond the working hours as stated above. Additional costs do apply to add our out of hour’s facility and details can be provided by the customers AME Solutions account manager.

At times deemed appropriate AME may require the assistance of a third party, such as a manufacturer, distributor or supplier of items/services associated with the fault. AME will inform the customer of this type of situation and it is the customers is responsible for giving AME Solutions the authority to deal with 3rd party suppliers on behalf of the customer. When such authority is not provided, the IT support AME Solutions provide may be limited. Once authorisation is provided by the customer AME Solutions will co-operate and make any instruction on the third party as suitable. Any such third party will

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have their own responses to issues raised, and therefore AME do not accept any responsibility for a third party not responding in a desirable fashion.

Planned maintenance can be scheduled to take place during out of hours periods; this however may result in additional fees if this is not included within the Support Service Agreement.

AME Solutions cannot guarantee that a remote connection to the customers system will always be available due to the issues experienced by the Customers system or other external factors that are beyond AME Solutions control such as internet outage. If remote connection cannot be obtained then the AME Solutions engineers will endeavour to ensure that a site visit is arrange at our earliest possible convenience, within our standard working hours and in accordance with the response times that are deemed within the Customers Support Service Agreement.

If the customers issue is not resolved within our standard working hours then our support will not continue past 5pm. The issue will then be picked up on the next working day within our standard working hours.

Additional Chargeable Services

As stated in the Support Service Agreement which is listed on the customers support invoice, there are software support exclusions to the agreement which carry additional charges and are not included as part of your Support service agreement. These services will be charged at our standard hourly rate. These include:

- Work required as a result of user error or any other improper use, care of or accident to the system, or any failure of or change in: electricity, air conditioning, humidity control or other environmental or operating conditions not recommended by AME Solutions, or by the manufacturer.
- Installation of Bespoke Applications (sage etc), other than the reinstallation of existing versions.
- Physical communication lines (ADSL, BT etc) and remote file storage services
- General – reminders for any 3rd party subscription services other than those renewed by AME Solutions
- Re-installation or configuration of new/replacement equipment following theft, fire or act of God (sever weather etc)
- Re-installation or configuration of equipment in the recovery of a cyber security breach, viruses, spyware , malware, ransomware, hacking or any other unauthorised access. Customers are expected to maintain their own cyber insurance policies to cover any financial losses, legal expenses, or reputational damage resulting from cyber security incidents, including costs of any data recovery required.
- Procurement and Installation of any new equipment/software whether supplied by AME Solutions or a third party
- Hardware warranty repairs or replacement of equipment. The warranty is supplied by the Manufacturer and therefore is not AME Solutions responsibility.
- Work on any item of the equipment that has been moved, repaired or tampered with by any person other than one of AME Solutions.

For separate pieces of work in the form of consultancy or project work, charges will be at our standard hourly rate, unless a price has been pre-agreed in the form of supporting quotes and proposals. AME Solutions provides all quotes of this nature as an estimated cost and therefore are variable to change should the work required take more or less time. The customer will be required to sign this work off prior to its commencement via email.

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AME Solutions will always endeavour to seek prior confirmation or approval of all chargeable work, however AME Solutions retains the right to perform chargeable changes or work without prior sign off by the customer if it is deemed necessary in order to ensure that the Customers systems remain operational.

Requests from customers to AME Solutions to make changes that are not covered by their Support Service agreement will be charged as separate pieces of work and therefore will be charged at our standard hourly rate.

AME Solutions reserve the right to revise the fees charged for ongoing support under the agreement following the implementation of changes.

The Customer retains overall responsibility for their System. Any Changes made to the System by the Customer or by a 3rd party instructed by the Customer, may be approved in principle prior to being implemented. However, such changes will only be covered by the Support service Agreement once approved by AME Solutions once the implementation of the changes has taken place. It remains the customers' responsibility to advise AME Solutions of these changes. In order for AME Solutions to approve the changes, the customer must provide AME Solutions will the appropriate details in a prompt manner in order for AME Solutions to review the impact these changes may have to the Customers system and whether these is a requirement for additional support.

Exclusions

Customers must accept that computers, software and their associated products can be supplied in an imperfect state or develop faults.

AME solutions retains the right to exclude 3rd party software from the scope of the Support Service Agreement.

AME Solutions do not pledge to have experts available for all 3rd party software and therefore cannot guarantee the resolution of faults relating to 3rd party software.

AME Solutions cannot guarantee that any 3rd party software whether it is recommended by AME Solutions or not that it will keep the Customers computers and systems free from errors, viruses, spyware , malware, ransomware, hacking or any other unauthorised access.

AME Solutions may provide recommendations to the Customer on solutions that require additional costs, such costs are not covered by the Support Service Agreement.

AME Solutions reserves the right to decide what resolution is deemed appropriate to troubleshoot and resolve issues. Depending on the nature of the issue, there might be occasions where AME Solutions have to implement a temporary fix prior to a permanent solution being suggested or if the customer refuses to proceed with a permanent fix.

AME Solutions reserves the right to refuse to install software that is not correctly licensed by the Customer.

Complaints

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In the event of a complaint with respect to AME Solutions IT Support Services, the customer must notify AME Solutions at their earliest convenience in written format via email or letter. The correspondence should be address to the AME Solutions directors.

The AME Solutions directors will then investigate the issue and provide a full explanation of the issues that resulted in the complaint.

Invoicing and Payment

The customer will be invoiced by AME Solutions in advanced and the invoice must be paid prior to the contract commencement date of the Service support Agreement.

AME Solutions reserves the right to increase support charges after the initial period of the agreement.

The Service Support Agreement will come into force upon payment of the invoice by the customer and the agreement will terminate midnight prior to the renewal date.

AME Solutions reserves the right to change the payment frequency to annually in advance, where a customer's payment of of invoices is not made promptly by for a period of 3 months.

If a payment from the Customer is not made for support charges or any part thereof, and remain unpaid for a period of 30 days, AME Solutions may without prejudice to other rights, give notice in writing to the customer requesting payment within seven days, and failure to pay within the seven day period may result in the support service agreement being put on hold until AME Solutions received the payment.

All amounts invoiced will be subject to VAT payable at the then prevailing rate,the total support charges for the agreement will be detailed in the support schedule/invoice.

Warranties

Whilst AME Solutions provide recommendations of Hardware/software to the customer. AME Solutions is not responsible for providing warranty on these items.

All warranties on hardware are provided by the manufacturer themselves and not AME Solutions. A manufactures warranty may cover parts and labour to fix or replace an item. However this does not include the reconfiguration time by AME or the time taken by AME to arrange the fix under the manufacturer's warranty. Our time would be charged to a fixed fee or rolling support contract or by invoice. If we arranged for a product to be returned to the manufacturer under a "return to base" warranty, the postage cost will be passed on, unless the manufacturer arranges the collection at their cost.

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Data Security/Recovery

AME Solutions will not be held responsible for any data corruption or loss, howsoever caused. Should any data loss occur AME Solutions would endeavour to recover the data. However If AME Solutions requires a 3rd Party to recover the data, then it is the customers responsibility to cover the cost for this.

Termination

AME reserves the right to modify or terminate support services during your subscription period, and to decline renewal of your subscription at the expiration of any plan period. Any unused support units are forfeited by early termination of the contract by the customer or when the contract expires on its anniversary. If the customer continues the agreement for a further 12 months, any unused units will roll over to next period. Roll over units are only valid for a further 12 months.

Confidentiality

AME in agreement with the customer, may at times be required to hold customer data such as; customer employee names, IP addresses, work locations, telephone numbers and e-mail addresses. AME will conform with any current data protection laws, regulations that applies and also agree to conform with any data protection agreements between AME and the customer to ensure the data has the appropriate levels of protection afforded to it.

Neither AME Solutions or any of AME Solutions employees, agents or representatives will disclose any information to any 3rd party concerning the business without the customers written consent, Except as required by law.

Limitation of liability

AME Solutions is not responsible for the loss of customer data. AME Solutions provides recommendations and implements the backup software and related hardware for the customer however, the customer is ultimately responsible for ensuring appropriate backups are completed. It is the customer's responsibility to ensure that backup media is changed and that the media is taken off site or otherwise secured appropriately. The parties agree that the Customer is the best judge of the value and importance of the data held on the Customer's computer system, and the Customer will be solely responsible for; instituting and operating all necessary back-up procedures, for its own benefit, to ensure that data integrity can be maintained in the event of loss of data for any reason; taking out any insurance policy or other financial cover for loss or damage which may arise from loss of data for any reason.

AME shall not be liable for any damages, including but not limited to any direct, indirect, special, incidental or consequential damages, resulting from the use of, or inability to use the software programs or hardware supported, even if AME has been advised of the possibility of such damages. This means AME is not responsible or liable for damages or costs incurred as a result of loss of time, loss of data, loss of anticipated profits or benefits resulting from the use of the hardware or software programs or loss of use of the software programs, or for damages or costs incurred in connection with obtaining substitute support services or substitute software, claims by others, or similar costs.

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The Customer agrees that it has accepted these terms and conditions in the knowledge that the Company's liability is limited. The Customer is advised to make its own insurance arrangements if it desires to limit further its exposure to risk or if it requires further or different cover.

If the Company fails to comply with its obligations during the term of this Agreement then it will be entitled to be given a reasonable opportunity to correct any errors and to perform its obligations.

Customer Responsibilities

Ensure that environmental and supply conditions are suitable for the hardware and are maintained in accordance with the manufacturers recommendations and instructions.

Allow AME access to the equipment during normal working hours for maintenance purposes, provide adequate working space and facilities at the Customers expense and will co-operate with AME in the diagnosis of equipment malfunction.

Make freely available to AME all documentation and software necessary for the efficient repair of the equipment.

Keep and operate the equipment in accordance with the manufacturers operating manual and will not adjust reset, alter or interfere with the equipment other than permitted in the manufacturers operating manual.

Use only software, stationary and other media that is of a type approved by the manufacturer of the equipment or used with the approval of AME, for which approval shall not be unreasonably withheld.

Insure any loan equipment to its full value with a reputable insurance company.

Obtain and pay for all necessary licenses, consents and permissions for the installation and operation of the software used on the equipment. Notify AME promptly of any defect appearing in the equipment or of any maintenance, which may be necessary.

Notify AME of any additions to the schedule below so that an invoice can be raised for the support of the additional equipment – AME will then add this equipment to the schedule.