

Contract of Engagement for Annual Telephone System Support

This Contract of Engagement supersedes all prior agreements between the parties. Any mutually acceptable and authorised Work Order will be appended to this Contract of Engagement and supersede, as necessary, the corresponding elements in this Contract.

This agreement is between the following parties: The Client, and Alfred Ashley Group Ltd, hereinafter referred to AAG.

Throughout this Contract of Engagement, reference is made to AAG' current Rate Card, which is hereby incorporated into this agreement in its entirety and made a part of this agreement as though it were set out herein.

Definition of Work

A) To support and maintain the telephone systems installed or adopted by AAG, this is to include add, moves and changes of users and extensions and also software and firmware upgrades.

Terms

A) Minimum Charges – see Rate Card.

B) Credit Limit – Pending Client's completion of a credit application and satisfactory credit reference inquiry results, Client's credit limit will be set.

C) Payment Terms — Payment shall be by Direct Debit only, collected within 14 days of invoice, unless otherwise agreed in writing. Any extension or credit allowed to the Customer may be changed or withdrawn at any time.

Interest shall be payable on overdue accounts at the rate of 4% over NatWest Bank PLC base rate to run from the due date for payment until receipt by the Company of the full amount whether or not after judgement. Where an account requires litigation to collect an overdue debt an administration fee of £100 plus V.A.T. at the prevailing rate will be payable.

AAG reserves the right to deduct late fees from Client's retainer deposit when applicable. In addition, AAG reserves the right to stop all work, until the account is brought current, in the event that any Client invoice is more than 14 days past due. Client agrees to bear full responsibility and reimburse AAG for any and all collection costs incurred by AAG due to Client's non-payment or late payment of fees and other costs enumerated herein. Such collection costs may include but are not limited to, legal fees and court costs.

D) Retainer Deposit — 1 Months deposit is required to consummate this Contract of Engagement.

E) Facilities Description – The Client is provided with a telephone number that is known as the support line, which will be operational between the hours of 09:00 to 17:00 Monday to Friday except for Bank Holidays. Only calls made to this number or emailed will be processed as a helpdesk call. At the point a helpdesk call is made either an immediate response will be given or else an engineer will respond within the agreed time, depending on the severity of the problem. (See Response Times – Appendix A)

The Support Line number is 0203 758 9010. It is also possible to email support questions to Support@AAG-UK.com.

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"Providing The Total IT & Communications Solution"

Website: www.AAG-UK.com Email: sales@AAG-UK.com

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Reg. No: 3241962 VAT No: GB 680 8928 89

F) Termination Procedure — The support agreement will continue in 12-monthly periods unless terminated by the Client. Should the need arise to withdraw from the contract a notice period of 3 months is to be given to AAG by the Client prior to the next contract anniversary.

G) Changes to the contract — AAG can change the Conditions (including the charges) at any time. However, in the case of a change of charges, The Client will have a 28 day period, following publishing, in which they may raise any objections.

AAG will publish the changed Conditions 28 days prior to instatement and the Client will have access to and be informed of the location of latest and definitive contract.

H) AAG will not be held responsible for the failure to load or successfully configure software on faulty or defective computers.

I) Handsets are considered consumable items due to the potential to the high level of wear and tear, and as such are not covered for replacement apart from in the initial year under the manufacture's warrantee.

J) Items that are considered to be discontinued by the manufacturer are not covered for physical replacement or repair and whilst "best effort" will be made, software & configuration problem rectification on these items is not guaranteed.

K) The retainer will cover the maintenance of the hardware only. All other support requests will be charged on a credit basis, where 1 credit is equal to 15 minutes of time.

L) Rate Review – AAG reserve the right to review rates on an annual basis.

M) Termination Procedure — The support agreement will continue in 12-monthly periods unless terminated by the Client. Should the need arise to withdraw from the contract a notice period of 3 months is to be given to AAG by the Client prior to the next contract anniversary.

N) Recruiting or Hiring of AAG Staff and Contractors – Client agrees to not recruit or hire or retain any AAG staff and/or outside contractors for employment or work of any kind, either as an employee or an independent contractor, except through AAG , during the duration of AAG servicing Client and for a period of twelve months thereafter. In addition, Client recognises that because of the substantial recruitment and training costs in the Information Technology industry, Client agrees that liquidated damages for such a breach will be 25% of the staff member's or contractor's then current annualized compensation, subject to a £10,000 minimum.

O) Risk of Data Loss – Client assumes all risk of data loss from any and all causes or in any way related to or resulting from any work carried out by AAG. Client agrees to bear full responsibility for all data backups and hereby releases AAG from any claim or liability related to data loss for any reason whatsoever.

P) Indemnification – Client shall indemnify and hold harmless AAG from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of any kind, including reasonable legal fees, caused by or arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of AAG , its employees, agents, representatives or subcontractors in connection with or incidental to the performance of t

Q) Jurisdiction — The laws of the England and Wales shall govern this agreement, its terms and conditions. Client agrees that the proper forum for any claim arising under this agreement shall be in London.

Principal Contacts

A) Primary Financial Contact (authorised signer) – Please email contact name(s).

B) Primary Technical Contact (Client on-site project manager, responsible for prioritisation of projects and tasks, authorisation to schedule work and act on-behalf of Primary Financial Contact) – Please email contact name(s).

C) Invoice Contact (invoices will be sent to this person at address listed above; unless listed below, this person is not

D) Additional Authorised Contact(s) – Please list any additional employees beyond (A) and (B) above who can request and authorise service orders and materials purchases from AAG Ltd. – Please email contact name(s).

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Enforceability of Surviving Parts

A) Entire Understanding – This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.

B) Unenforceability of Provisions – If any provision of this Agreement, or any portion thereof, is held to be invalid and un-enforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

Appendix A Definitions

Support Line

The Support Line is 0203 758 9010. Only calls made to this number or emailed to Support@AAG-UK.com. will be processed as a helpdesk call.

Support Request

For the purposes of this agreement, a Support Request is generally defined as a request for support to fix a defect in hardware, to change the existing configuration or to educate the user.

Escalation Procedure

There are two levels of support provided under the terms of this Agreement. These levels, which are integrated into the Clients' support process, are defined as follows:

General Support—This is support provided by AAG' help desk when it receives the Support Request from their Client. This represents generalist support. If this level of support cannot resolve the problem, the Support Request is passed to AAG Specialist Support, which are the infrastructure support specialists.

Support Requests are taken and processed by AAG helpdesk as follows:

Help Desks	Hours
AVAYA CM	High Priority 4 hr, Low Priority 8hr
Gold coverage	4 Hour Response
Silver coverage	8 Hour Response
Bronze coverage	No SLA

Specialist Support—This is support provided by AAG infrastructure support or subject matter specialist. This level of support does not perform code modifications, if required to resolve the problem. Operational issues will be resolved at this level.

Severity Codes

The following characteristics are used to identify the severity of a problem report:

Severity 1

The telephone system is out of use and no calls can be received or made.

Calls can be made but not received.

Calls can be received but not made.

Severity 2

Any configuration change requested by the user whilst the telephone system is functioning, this includes add moves and changes.

All software and firmware upgrades which are not critical to the telephone system being able to make or receive calls.

All calls which are deemed as user education.

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Appendix B Roles and Responsibilities

[The Client]

The Client has the following general responsibilities under this agreement:

- The Client will conduct business in a courteous and professional manner with AAG.
- The Client users, clients, and/or suppliers using the applications stated in the Statement of Work will use the AAG helpdesk to request support.
- The Client will provide all information required to open a support request.
- The Client will assign severity codes adhering to the correct usage of these codes as defined in this Agreement.
- Once a support request has been submitted, the Client will make themselves available to work with the AAG support resource assigned to the support request.
- The Client will provide AAG with reasonable access (via remote telecommunications or on-site access at the Clients premises) to enable AAG to meet its support obligations as set forth in this Agreement.

AAG

- AAG has the following general responsibilities under this agreement:
- AAG will conduct business in a courteous and professional manner with the Client.
- AAG will log all information from the Client required to establish contact information, document the nature of the problem and the Client's hardware/network environment (as applicable).
- AAG will attempt to resolve problems remotely on the first response.
- AAG will obtain the Clients' approval before problem report closure.
- AAG will work within the customers' procedures/systems wherever possible.

Appendix C Rate Card

	Service Agreement	Without Agreement
AVAYA Communication Mgr	£75.00/Mth	N/A
Gold	£33.00/Mth (1-8 H/S) £44.00/Mth (9-24 H/S) £55.00/Mth (25+ H/S)	N/A
Silver	£30.00/Mth (1-8 H/S) £40.00/Mth (9-24 H/S) £50.00/Mth (25+ H/S)	N/A
Bronze	N/A	N/A
Telephone System/Handset	£25.00 / Qtr hour	£45.00 /Qtr hour
After Hours Emergency Service*	Excluded	Add 100 %
Minimum Charge (ACM Only)	3 Credits (45 mins)	4 Credits (60 mins)
Minimum On-Site Charge	£300.00	£300.00
Travel Time for On-Site Service	Included	Charged at 50% hourly rate
Dedicated Project Manager	Included	N/A
Emergency Priority Response	Included	Excluded
Remote Support Software	£35.00 /device	£35.00 /device
Planning Session	Included	N/A

*After Hours Emergency Service is any work performed outside of normal business hours (M-F, 09:00 to 17:00 excluding bank holidays)