



SUPPORT CONTRACT ORDER FORM

PLEASE READ THE ATTACHED TERMS AND CONDITIONS FOR SERVICE SUPPORT.

NAME OF BUSINESS:
BUSINESS TYPE:
BUSINESS ADDRESS:
TELEPHONE NUMBER:
FAX:
NO. OF EMPLOYEES:
PRIMARY CONTACT NAME:
MOBILE NUMBER: EMAIL:
SECONDARY CONTACT NAME:
MOBILE NUMBER: EMAIL:
EXTRA NOTES:

SUPPORT PACKAGE:	PRICE
<input type="checkbox"/> 5 CALL	£300
<input type="checkbox"/> 10 CALL	£500
<input type="checkbox"/> ANNUAL 5HR PER MONTH	£200
<input type="checkbox"/> ANNUAL 10HR PER MONTH	£350 PCM
<input type="checkbox"/> ANNUAL 20HR PER MONTH	£500 PCM
<input type="checkbox"/> ANNUAL 50HR PER MONTH	£1000 PCM

ORDER CONFIRMATION

PRINT NAME _____

SIGNATURE _____

DATE _____

NB. IF YOU CHOOSE A MONTHLY PLAN AND DECIDE TO PAY BY A MONTHLY DIRECT DEBIT WE WILL DEDUCT 10% OF THE SUPPORT CONTRACT.

PAYMENT IN ADVANCE.

ALL PRICES EXCLUDE V.A.T.

Pharcyme IMS Ltd
 Registered Office
 20a North Parade,
 Chessington,
 Surrey. KT9 1QJ

Manchester Office:
 63 Partington Lane, Manchester. M27 5SR.
www.p-ims.co.uk | info@p-ims.co.uk
 Tel 08712 10 48 25 | Fax 08712 10 48 26
 Company reg No. 4425626 | VAT No. 758 1858 84

TERMS & CONDITIONS FOR SUPPORT PACKAGES

5 CALL

- A) Minimum Charges - 15-minute minimum for phone or e-mail support, and 30-minute minimum for emergency phone support or remote support (dial-in).
- B) Terms for Services are 14 days prompt. Payments received more than 7 days late are subject to a £25 late charge per invoice. Pharcyde IMS reserves the right to deduct late fees from Client,s retainer deposit. In addition, Pharcyde IMS reserves the right to stop all work, until the account is brought current, in the event that any Client invoice is more than 30 days past due. Client agrees to bear full responsibility and reimburse for any and all collection costs incurred by Pharcyde IMS 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, attorney fees and court costs.
- C) Software Licensing - Pharcyde IMS does not support unlicensed software. Client represents that all in-stalled software is licensed. In the event that Client has any unlicensed software on premises, Client is responsible for notifying Pharcyde IMS of such so that a remediation plan can be prepared and implemented to assist Client in achieving 100% license compliance.
- D) Accountability and Change Management - In order to maximize accountability for ensuring the ongoing security, reliability and performance of Client,s network, Client agrees that all packaged ("off the shelf" or "shrink-wrapped") and custom software being added to the network will be reviewed and tested. Client also agrees that the nominal expense associated with testing software, prior to deployment on the production network, is minimal relative to the potential exposure of introducing untested software into a „live" environment. In the event that there are additional costs or difficulty in getting a software vendor,s cooperation in this respect to securing software media, license keys, or documentation, one of the Principal Contacts listed below agrees to intercede to secure the software vendor,s cooperation. In addition, Client recognises that risk is minimised when Pharcyde IMS evaluates planned software purchases prior to committing to a purchase decision. Please note that there is an 8-hour minimum for lab testing of industry specific software. In the event the Client chooses to bypass this recommended course of due diligence, Client agrees that Pharcyde IMS cannot be held responsible for unplanned or untested changes or additions to the network. Pharcyde will give Client the option of having Pharcyde IMS attempt to repair the problem; however, this will be at a 50% rate premium, depending on the nature of the emergency and the level of skill required to solve the problem.
- E) 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 the repair or service of computer hardware, software or other equipment by Pharcyde IMS. Client agrees to bear full responsibility for all data back-up prior to any repair or service of computer hardware, software or other equipment by Pharcyde IMS. Client hereby releases Pharcyde IMS from any claim or liability related to data loss for any reason whatsoever.
- F) Computer Viruses - Pharcyde IMS agrees to take all reasonable measures to protect Client,s computer systems from computer viruses, including installation and maintenance of the latest versions of anti-virus software. Client assumes all risk of computer viruses and will not hold Pharcyde IMS responsible. Client is responsible for the costs of consulting time and materials required to remove any computer viruses.
- G) Jurisdiction - The laws of the United Kingdom shall govern this agreement, its terms and conditions.

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ANNUAL 5HR PER MONTH

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- B) Credit Limit : Pending Client,s completion of the included credit application and satisfactory credit reference inquiry results, Client,s credit limit will be £500.
- C) Time frame, Volume Discount and Monthly Commitment : In return for a volume discount on hourly rates, a dedicated project manager (virtual IT director), priority scheduling, priority response time and waiver of rate premiums for emergency and after-hours service, Client agrees to sustain projects and tasks driving service billing at a minimum level of £_____ per month.
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- E) Terms for Product Sales will vary by vendor. Please note that most vendors do not offer net terms as normal course of business. Separate Purchase Authorisations will be drawn up subsequently to secure authorisation for product ordering, as required for various project needs. All product sales are final (no refunds).
- F) Retainer Deposit : A £_____ (20% of minimum annual service billing) deposit is required to consummate this agreement. This amount will be credited equally to reduce the net amount of invoices for services and prorated over 12 months (credit for £_____/month) as long as Client,s account is current and sustaining monthly service billing indicated under Terms C. .
- G) Billing Premiums : Items not considered in the context of a project plan, including over-the-shoulder support and non-standard (non-branded) hardware and software, are also subject to a 25% rate premium. Any work performed at premium rates must be pre-approved verbally by either the Primary Financial or Technical Contact listed below. If estimated work subject to billing premiums will exceed a £100 threshold, a written Change Order must be prepared and authorised. H) Software Licensing : Pharcyde IMS does not support unlicensed software. Client represents that all in-stalled software is licensed. In the event that Client has any unlicensed software on premises, Client is responsible for notifying Pharcyde IMS of such so that a remediation plan can be prepared and implemented to assist Client in achieving 100% license compliance.
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- J) Accountability and Change Management : In order to maximize accountability for ensuring the ongoing security, reliability and performance of Client,s network, Client agrees that all packaged ("off the shelf" or "shrink-wrapped") and custom software being added to the network will be reviewed and tested.
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- K) Sanctity of Administrator Password : Client agrees that all reasonable attempts will be made to ensure only authorised and properly trained Client employees are privy to the current administrator password(s). Pharcyde IMS recommends that a minimum of two Client employees, but no more than three, be entrusted with this responsibility. In addition, Client agrees that these authorised employees who have access to administrator password(s) will be available for both initial and ongoing training with Pharcyde IMS staff.
- L) Fee for Change Orders : Any projects exceeding 4 hours in duration require a substantial amount of advanced Pharcyde IMS staff scheduling, project management, account creation and/or product procurement to ensure that project stays on schedule. Thus once Client has committed to a project start date and timetable, it becomes extremely disruptive to reschedule necessary staff and contractor resources. Re-scheduling almost always results in unsold „inventory% of hours that Pharcyde IMS is forced to absorb. As a result, any Change Orders that require rescheduling more than either 2 on-site appointments, or more than 4 project hours, are subject to a Change Order fee of 10% of the total services estimated for the project, subject to a £50 minimum. In the event that any project requires an additional round of re-scheduling of more than 2 on-site appointments (or more than 4 project hours), each additional Change Order generated will be subject to the same fee structure described above. All Change Order fees are due upon receipt. Non-payment of these fees within 14 days of Change Order date will result in immediate stoppage of project. Pharcyde IMS reserves the right to deduct these fees from Client retainer deposit.
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TERMS & CONDITIONS OF SUPPORT CONTRACTS

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ANNUAL 10HR PER MONTH

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- D) Terms for Services are 14 days prompt. Payments received more than 7 days late are subject to a £25 late charge per invoice. Pharcyme IMS reserves the right to deduct late fees from Client,s retainer deposit. In addition, Pharcyme IMS reserves the right to stop all work, until the account is brought current, in the event that any Client invoice is more than 30 days past due. Client agrees to bear full responsibility and reimburse for any and all collection costs incurred by Pharcyme IMS 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, attorney fees and court costs.
- E) Terms for Product Sales will vary by vendor. Please note that most vendors do not offer net terms as normal course of business. Separate Purchase Authorisations will be drawn up subsequently to secure authorisation for product ordering, as required for various project needs. All product sales are final (no refunds).
- F) Retainer Deposit - A £_____ (20% of minimum annual service billing) deposit is required to consummate this agreement. This amount will be credited equally to reduce the net amount of invoices for services and prorated over 12 months (credit for £_____/month) as long as Client,s account is current and sustaining monthly service billing indicated under Terms C.
- G) Billing Premiums - Items not considered in the context of a project plan, including over-the-shoulder support and non-standard (non-branded) hardware and software, are also subject to a 25% rate premium. Any work performed at premium rates must be pre-approved verbally by either the Primary Financial or Technical Contact listed below. If estimated work subject to billing premiums will exceed a £100 threshold, a written Change Order must be prepared and authorised. H) Software Licensing - Pharcyme IMS does not support unlicensed software. Client represents that all in-stalled software is licensed. In the event that Client has any unlicensed software on premises, Client is responsible for notifying Pharcyme IMS of such so that a remediation plan can be prepared and implemented to assist Client in achieving 100% license compliance.
- I) Recruiting or Hiring of Pharcyme IMS Staff and Contractors - Client agrees to not recruit or hire or retain any Pharcyme IMS staff and/or outside contractors for employment or work of any kind, either as an employee or an independent contractor, except through Pharcyme IMS, during the duration of Pharcyme IMS servicing Client and for a period of 6 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 30% of the staff member,s or contractor,s then current annual compensation, subject to a £5000 minimum.
- J) Accountability and Change Management - In order to maximize accountability for ensuring the ongoing security, reliability and performance of Client,s network, Client agrees that all packaged ("off the shelf" or "shrink-wrapped") and custom software being added to the network will be reviewed and tested.
- Client also agrees that the nominal expense associated with testing software, prior to deployment on the production network, is minimal relative to the potential exposure of introducing untested software into a "live" environment. In the event that there are additional costs or difficulty in getting a software vendor,s cooperation in this respect to securing software media, license keys, or documentation, one of the Principal Contacts listed below agrees to intercede to secure the software vendor,s cooperation. In addition, Client recognises that risk is minimised when Pharcyme IMS evaluates planned software purchases prior to committing to a purchase decision. Please note that there is an 8-hour minimum for lab testing of industry specific software. In the event the Client chooses to bypass this recommended course of due diligence, Client agrees that Pharcyme IMS cannot be held responsible for unplanned or untested changes or additions to the network. Pharcyme will give Client the option of having Pharcyme IMS attempt to repair the problem; however, this will be at a 50% rate premium, depending on the nature of the emergency and the level of skill required to solve the problem.
- K) Sanctity of Administrator Password - Client agrees that all reasonable attempts will be made to ensure only authorised and properly trained Client employees are privy to the current administrator password(s). Pharcyme IMS recommends that a minimum of two Client employees, but no more than three, be entrusted with this responsibility. In addition, Client agrees that these authorised employees who have access to administrator password(s) will be available for both initial and ongoing training with Pharcyme IMS staff.
- L) Fee for Change Orders - Any projects exceeding 4 hours in duration require a substantial amount of advanced Pharcyme IMS staff scheduling, project management, account creation and/or product procurement to ensure that project stays on schedule. Thus once Client has committed to a project start date and timetable, it becomes extremely disruptive to reschedule necessary staff and contractor resources. Re-scheduling almost always results in unsold "inventory" of hours that Pharcyme IMS is forced to absorb. As a result, any Change Orders that require rescheduling more than either 2 on-site appointments, or more than 4 project hours, are subject to a Change Order fee of 10% of the total services estimated for the project, subject to a £50 minimum. In the event that any project requires an additional round of re-scheduling of more than 2 on-site appointments (or more than 4 project hours), each additional Change Order generated will be subject to the same fee structure described above. All Change Order fees are due upon receipt. Non-payment of these fees within 14 days of Change Order date will result in immediate stoppage of project. Pharcyme IMS reserves the right to deduct these fees from Client retainer deposit.
- M) 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 the repair or service of computer hardware, software or other equipment by Pharcyme IMS. Client agrees to bear full responsibility for all data back-up prior to any repair or service of computer hardware, software or other equipment by Pharcyme IMS. Client hereby releases Pharcyme IMS from any claim or liability related to data loss for any reason whatsoever.
- N) Computer Viruses - Pharcyme IMS agrees to take all reasonable measures to protect Client,s computer systems from computer viruses, including installation and maintenance of the latest versions of anti-virus software. Client assumes all risk of computer viruses and will not hold Pharcyme IMS responsible. Client is responsible for the costs of consulting time and materials required to remove any computer viruses.
- O) Jurisdiction -- The laws of the United Kingdom shall govern this agreement, its terms and conditions.

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