

TERMS & CONDITIONS

- 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 recognizes that risk is minimized 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 backup 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.