

General Terms and Conditions

These terms and conditions apply to the Service Contract (as defined below) unless otherwise expressed in the Service Contract.

Interpretation

FIT:	Focused IT Limited.
Customer:	the customer of FIT pursuant to the Service Contract.
Service Contract:	any relevant contract for the purchase from FIT and its affiliates of all services (together the "Services") selected by the Customer, including but not limited to fixed price or 'pay as you go' IT management and maintenance services, consultancy work and outsourcing.
Hardware:	the physical equipment used in computer systems.
Software:	the programs, programming languages, and data that direct the operations of a computer system.

Hardware

No warranty is given as to quality or fitness for purpose of any Hardware supplied by FIT to the Customer save to the extent of the guarantee or warranty given by the manufacturer of such Hardware, if any.

Software

Software is supplied to the Customer for use solely in accordance with the conditions outlined by the owner of that software (the "Licensor"). Copy, enhancement and use thereof must only be made in accordance with the licence granted by the Licensor. The Customer acknowledges that it owns no intellectual property rights in or arising out of the licensed Software. The Customer shall not be entitled to assign or sub-license or dispose of its rights or obligations in respect of any licensed Software supplied by FIT. The Customer represents and warrants that the Customer shall not infringe the intellectual property or other proprietary rights of FIT or any third party.

Invoicing of Licences and Hardware

Invoices in respect of Software licences and Hardware are invoiced and payable upon delivery. If the total of licenses and hardware is more than £25,000 then 50% of the invoice is payable upon confirmation of the order.

Invoicing of support

Support pricing is based on the Customer's chosen level of service, the number of users and the amount of hardware and software deployed. This will vary in line with any changes to these volumes. Support costs will be invoiced and payable in accordance with the Service Contract.

Invoicing of other consultancy

Consultancy fees are invoiced monthly in arrears. FIT quoted consulting rates include all travel and expenses but are exclusive of VAT, GST or other sales taxes.

Payment of invoices

All invoices are payable within 30 days of invoice date. Failure to pay invoices on time gives FIT the right to terminate the Service Contract and/or suspend and/or disconnect any

services provided by FIT without penalty or forfeiture. All payments are to be made in sterling (GBP) and without deduction.

Late payment

Without prejudice to any rights and remedies available to it, FIT may charge the Customer interest on any amount outstanding after 30 days on a daily basis at a rate of 4% per annum above base rate of Royal Bank of Scotland International from time to time in force.

Confidentiality

The Customer acknowledges that FIT will be privy to confidential information belonging to the Customer and that FIT in its performance of the Service Contract shall not be subject to any restrictions in relation to accessing information belonging to the Customer. FIT agrees to keep all confidential information belonging to the Customer confidential and secret, whether disclosed to or otherwise received by FIT. FIT shall only use information belonging to the Customer for the purposes of performing FIT's obligations under the Service Contract.

These obligations shall not apply to any information which was: (i) known or in the possession of FIT prior to the Service Contract; (ii) is, or becomes, publicly available through no fault of FIT; (iii) is provided to FIT without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure; (iv) was developed by FIT (or on its behalf) without the use or knowledge of, confidential information belonging to the Customer; or (v) is required to be disclosed by order of a court of competent jurisdiction.

Data Protection

FIT holds and processes data to allow the performance of IT consultancy and support services to its Customers. Some of this data may be personal data subject to The Data Protection (Jersey) Law 2018 (DPR), or an equivalent law if held in another jurisdiction. FIT are required to manage and process personal data lawfully and openly.

Data held by FIT as a Data Controller may include:

- a. business & trading names.
- b. trading addresses, and information on Customer activities.
- c. phone, e-mail and social media contact information.
- d. Details on employees, including their names, roles, titles and contact details.
- e. Past communications with the Customer and its employees (in the form of email, letter and phone records)
- f. Details of the Customer's IT installation and licensing.
- g. Access codes and instructions.

This data may be held by FIT for:

- a. Accounting and Billing purposes.
- b. IT Support and maintenance purposes.
- c. Licensing and hardware registration, installation & renewal purposes.
- d. Other associated business and sales activities.

Customer business data, including personal data, may also be handled by FIT as a Data Processor for some or all of the following purposes:

1. Backup Media Management – FIT may contract with a Customer to collect, store and deliver encrypted backups for the purpose of having an offsite backup in the event of a disaster.
2. Data Restoration Testing – FIT may provide regular or ad-hoc data restoration testing to dedicated equipment held by us offsite in order to test recovery from a disaster. Restored data is only held for the duration of the testing.
3. Data Destruction – FIT can provide offsite data destruction of hard disc drives using a combination of software (DBAN) and physical destruction.
4. Workshop Repairs – FIT also provide the ability to take clients equipment offsite for the purpose of repairing/diagnosing/re-configuring suspect hardware and software installs.
5. Migration of Customer data between the Customer's platforms and servers or between a Customer's preferred on-premise, hosted or cloud data storage.

In regards to this processed data: FIT shall

- (a) process the Personal Data only on documented instructions, or under contract from our Customers.
- (b) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (c) take all measures required pursuant to Article 21 of the DPR;
- (d) respect the conditions referred to in paragraphs (a) and (c) if engaging another processor or sub processor;
- (e) take into account the nature of the processing, assist Customers by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customers obligation to respond to requests for exercising the data subject's rights laid down in PART 6 of the DPR;
- (f) assist Customers in ensuring compliance with the obligations pursuant to Articles 21 to 22 of the DPR, taking into account the nature of processing and the information available to FIT;
- (g) at the choice of the Customer, delete or return all the Personal Data to the Customer after the end of the provision of services relating to processing, and delete existing copies unless Jersey law requires storage of the Personal Data;
- (h) make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 23 of the DPR and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer.

JFSC Registered Persons

FIT may act as an outsource service provider to a Customer, who is also a JFSC Registered Person. Upon demand, FIT shall assist these Customers in reporting to JFSC how its services are managed and organised with regular reviews of the relationship, access rights and details of any sub-contracting of service In accordance with JFSC Outsourcing Policy.

Customer's Obligations

During the performance of the Service Contract, the Customer will co-operate with FIT as FIT reasonably requires; provide the information and documentation that FIT reasonably requires; make available to FIT such facilities as FIT reasonably requires; and ensure that the Customer's staff and agents co-operate with and assist FIT. If Customer does not provide the facilities reasonably required to perform the Service Contract, then any additional costs and expenses which are reasonably incurred by FIT will be paid by the Customer.

Force Majeure

FIT shall not be liable for any default in its obligations under the Service Contract resulting from causes beyond its reasonable control including without limitation, fires, strikes, labour disputes, insurrection or riots, embargoes, delays in transportation, inability to obtain supplies, requirements or regulations of any civil or military authority, act of god, war, requisition, restriction of energy consumption. FIT shall be entitled to a reasonable extension of time for the performance of any obligations delayed by any such events.

Termination

Either party may terminate a Service Contract upon giving notice in writing where the other party is in material breach of its obligations under the contract. Where such breach is capable of remedy, the notice shall become immediately effective upon the failure to remedy the breach and the expiry of 30 days of the date of the notice. Where the breach is not capable of remedy the notice shall be effective immediately. The notice shall specify whether the breach is capable of remedy or not.

Where the conditions at the Customer's site have materially altered, or the Customer's requirements have been materially altered, either through the actions of the Customer or a third party, in a manner that would prevent FIT from reasonably delivering the contracted service or supply, then FIT shall be entitled to terminate the contract.

Should the Customer become insolvent as defined by the Bankruptcy (Jersey) Law 1990 or subject to a winding up as defined by the Companies (Jersey) Law 1991 or should a receiver or administrator be appointed in respect to any part of its business, then FIT shall be entitled terminate a relevant Service Contract immediately and claim for the full cost of any completed work and the cost of bringing any incomplete work to an orderly conclusion.

Upon expiry of a fixed term Service Contract, the Customer must provide a minimum of 3 months notice to FIT of his intention not to renew.

Liability & Warranties

FIT warrants that it will use reasonable care in performing its obligations under the Service Contract to a standard which conforms to generally accepted industry standards and practices.

FIT expressly does not warrant that any result or objective, whether stated in the Service Contract or not, shall be achieved, be achievable or be attained at all or by a given date.

The Customer acknowledges that time shall not be of the essence unless expressed to be so in writing signed by FIT.

FIT shall not be responsible for any loss of data by the Customer unless caused by its own fault or negligence.

FIT's liability under or in connection with the Service Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the sums paid to FIT under the Service Contract in the 12 months immediately preceding the alleged wrongful act.

Neither party shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

The Customer shall indemnify and hold harmless FIT and all directors, officers, employees and agents of FIT from and against any and all claims, damages, losses, liabilities, actions, demands, proceedings and expenses arising out of or relating to the use of any Software by the Customer.

The Customer acknowledges that, in entering into the Service Contract, no reliance is placed on any representation, warranty or other provision except as expressly provided in the Service Contract, and any conditions, warranties or other terms implied by statute or otherwise are excluded to the fullest extent permitted by law. For the avoidance of doubt, the Customer agrees that all restrictions of FIT's liability contained in the Service Contract, including these terms, are fair and reasonable for the purposes of the Supply of Goods and Services (Jersey) Regulations 2010 (as amended).

Assignment

The Customer shall not assign, transfer, novate, charge, part with possession or otherwise dispose of any of its rights or obligations hereunder without the prior written consent of FIT such consent not to be unreasonably withheld or delayed.

Notices

Any notice document or request to be given or served hereunder may be given or served by sending it by hand, by facsimile transmission ("fax") or by special delivery post to the address of FIT or the Customer. Any notice document or request sent shall be deemed to have been given: (a) in the case of delivery by hand when delivered; (b) in the case of fax, one working day after the transmission date (provided the sender's fax machine generates a transmission report confirming correct delivery); and (c) in the case of special delivery post, 3 working days after the date of posting.

Headings

The headings of clauses in these terms and conditions are included herein for convenience and shall not affect the interpretation or construction of these terms and conditions.

Severability

If any provision in this agreement shall be found to be invalid or unenforceable the invalidity or unenforceability of such provision shall not effect the other provisions of this Agreement and all provisions not affected shall remain in full force and effect.

Entire Agreement

The Service Contract contains the full and complete understanding between FIT and the Customer and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of the Service Contract and may not be varied except by an instrument in writing signed by all of the parties to this agreement.

Law

Each contract between FIT and the Customer shall be governed by and construed in accordance with law of the Island of Jersey and both FIT and the Customer agree to submit to the non-exclusive jurisdiction of the Courts of the Island of Jersey.

Focused IT
April 2018