

Lemon Computing Ltd

Terms & Conditions

Wednesday 13th March 2007



Table of Contents

Lemon Computing's Terms & Conditions.....3
 General.....3
 Maintenance Agreements.....3
Work outside of maintenance agreements.....5

Lemon Computing's Terms & Conditions

Amendments to the terms and conditions are laid out in Appendix C of the client's contract.

General

1. Quotations are only valid if they are either:
 - a) in writing and signed by a member of Lemon staff authorised to do so;
 - OR
 - b) delivered electronically and signed by a member of Lemon staff with a GPG/OpenPGP key authorised for that purpose.
2. All invoices must be paid within 28 days of due date.
3. In the event that payment has not been received within 28 days of due date, then we may at our discretion decline to provide further service until all outstanding monies have been received in full. Any payment due (for example under the terms of a maintenance agreement) for periods during which service has been declined for this reason remains due.
4. When Lemon needs to contact the client to provide any notification required by these terms and conditions, we will use the contact details provided by the client to do so. Any notice required will be deemed to have been provided when Lemon has either received oral confirmation of receipt of a notice transmitted by fax, oral or automatic "DSN" confirmation of delivery of a notice transmitted by email, or when Lemon has posted a written notice by first class post.

Maintenance Agreements

5. All agreements, and all variations to agreements (including notices of termination), must be made in writing and signed by a member of Lemon staff authorised to do so.
6. Lemon may revise agreements and other relevant or related documents (including but not exclusively prices, these terms and conditions, or details of services provided) with 28 days notice.
7. If a revision is required to clarify an agreement or other relevant document (such as these terms and conditions), or to resolve contradictions in or between such documents, then no advance notice shall be required (although notice that such a revision has been made will be provided by Lemon to clients as soon as is reasonably possible).
8. For a period of 3 months after any maintenance agreement comes into force, the client will, unless otherwise agreed, be entitled to refuse to accept any changes to that agreement notified by Lemon under the terms of 5) above. Such refusal must be notified to Lemon in writing by the client before the changes are due to come into force.
9. Except as provided for in 8) above, if a client does not wish to accept revisions to an agreement as notified by Lemon, then they must provide notice of this fact before the revised agreement takes effect (i.e. Before any revised charges become due). In this case, revisions will not be applied, but it is possible that Lemon will then elect to give notice of termination of the agreement. The effect of this is that a client will have at least 28 days to decide whether to accept revisions, and up to 56 days from notice of our intention to revise the agreement before termination.
10. Unless otherwise agreed, maintenance charges will be invoiced monthly in advance.
11. Unless otherwise agreed, maintenance agreements may be terminated by either party with 28 days written notice.
12. If an agreement is terminated by either party, fees will be refunded for any complete prepaid calendar months

Lemon Computing Ltd. Terms & Conditions

after termination. For example, if notice is given on 13th July, termination will occur on 13th August, and fees for July and August remain due in full. Any fees prepaid for months after August would be refunded in full.

13. Any agreement is subject to renewal after 12 months, unless otherwise agreed.
14. Lemon ensures that services will be performed with due care and skill by suitable qualified personnel.
15. After notice of termination has been received from the client, Lemon will provide (within 2 weeks) a list of any extra services which have been provided to the client during the period of the maintenance agreement (such as DNS hosting, mail forwarding etc.) and will be terminated at the end of the notice period unless alternative arrangements are made.
16. Unless otherwise agreed, unavailability of maintained services or equipment, for any reason, in no way affects the payments due under the agreement.
17. The person who signs the maintenance agreement on behalf of the client will also be required to complete a contact form. This will list the details of all contacts required by Lemon at the client. Note that this list will be used by Lemon to determine whether future requests are appropriately authorised and that Lemon will only accept amendments to this list either from those listed as authorised to make amendments, or from a Director/Partner or equivalent person at the client.
18. A dedicated project manager (virtual IT director), priority scheduling and priority response time will be assigned.
19. Lemon Computing Ltd does not support unlicensed software. Client represents that all in-installed software is licensed. In the event that Client has any unlicensed software on premises, Client is responsible for notifying Lemon Computing Ltd of such so that a remediation plan can be prepared and implemented to assist Client in achieving 100% license compliance.
20. Client agrees to not recruit or hire or retain any Lemon computing Ltd staff for employment or work of any kind, except through Lemon Computing, during the duration of Lemon Computing Ltd servicing Client and for a period of 12 months thereafter. Client recognizes that they will receive a bill from Lemon Computing Ltd for the engineers time spent.
21. Lemon Computing Ltd agrees to take all professional measures to protect the Client's data. However the 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 Lemon Computing Ltd. Client agrees to bear full responsibility for all data backup prior to any repair or service of computer hardware, software or other equipment by Lemon Computing Ltd. Lemon Computing Ltd does at this time have professional indemnity insurance.
22. Lemon Computing Ltd 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 Lemon Computing Ltd responsible.
23. In order to maximize accountability for ensuring the ongoing security, reliability and performance of Client's network, Client agrees that all packaged and custom software being added to the network will be reviewed and tested by Lemon Computing Ltd. Please note that there is a 3-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 Lemon Computing Ltd cannot be held responsible for unplanned or untested changes or additions to the network. The Client recognizes that they will receive an additional bill to repair any damages to the network.
24. An "emergency call-out" is not covered by Standard Maintenance. Fee for such a call out is £150 + VAT. An "emergency call-out" will be deemed to last either until the work is finished, or until the earliest point at which Lemon would have been able and willing to book an appointment to carry out work

Work outside of maintenance agreements

25. Work carried out outside the scope of any maintenance or other agreement will be charged at a standard hourly rate. This rate will be at the agreed Lemon Standard Rate defined in Appendix C of the client's contract.
26. For on-site work Lemon may, at their option, apply a minimum charge equivalent to 1 hours after which subsequent time will be billed in hourly intervals charged at the appropriate rate. Application of this minimum charge will be notified (not necessarily in writing) in advance of work being carried out.
27. Unless otherwise agreed in writing, no specific level of service (such as, for example, minimum response times) will apply to work not covered by a maintenance agreement. Work should be booked in advance, at a time convenient to both Lemon and client. Lemon will provide as much notice as is reasonably practicable in the event that they find it necessary to cancel or postpone such a booking.
28. Notwithstanding (27) above, Lemon may agree to perform an "emergency call-out" at short notice. The fee for such a call-out will be at the agreed Lemon Emergency Rate defined in Appendix C of the client's contract. An "emergency call-out" will be deemed to last either until the work is finished, or until the earliest point at which Lemon would have been able and willing to book an appointment to carry out work at the standard rate. The optional minimum charge may in this case be applied at the agreed Lemon Emergency Rate defined in Appendix C of the client's contract.