

Support Terms and Conditions

1 Introduction:

1.1 Purpose of Document:

The purpose of this document is to outline the terms and conditions offered by Strobe IT to its clients and from here on in will be known as "Company".

1.2 Devices:

The devices covered by *company* in these terms are: -

- Desktops
- Laptops
- Tablets
- Convertibles
- Slates
- Mobile Phones
- Physical Servers
- Virtual Servers

Not all services apply to all devices, please see section 2 for full details.

Please see section 3 for details and descriptions of device types.

2 Services:

2.1 Remote Monitoring:

2.1A) Devices covered by remote monitoring are Desktops, Laptops, Tablets, convertibles and Servers.

2.1B) In order to provide the services specified in 2.1C, *company* must install management software on Client's devices listed in 2.1A, or possibly other equipment at Client's office. Client grants permission to *company* to install management software deemed necessary by *company*.

2.1C) *Company* uses remote monitoring to detect issues with your devices allowing *company* to solve the problem by manual or automated methods. This monitoring is also used to generate a device inventory with device history, allowing *company* to improve its services and maintain documentation. Not all problems can be detected by management software and *company* will do it best to always improve this.

2.2 Patch Management:

2.2A) Devices covered by patch management are Desktops, Laptops, Tablets, convertibles and Servers.

2.2B) In order to provide the services specified in 2.2C, *company* must install management software on Client's devices listed in 2.2A, or possibly other equipment at Client's office. Client grants permission to *company* to install management software deemed necessary by *company*.

2.2C) *Company* uses its management software to check your devices are up-to-date with all required security patches and hotfixes. *Company* will use this information and management software to your devices up-to-date to the best of *company's* ability.

2.3 Backup Monitoring:

2.3A) Devices covered by backup monitoring are Servers

2.3B) As part of support for servers, any configured backup of these devices will be monitored to make sure they run successfully.

2.4 Remote / Telephone Support:

2.4A) Devices covered by remote support are Desktops, Laptops, Tablets, convertibles and Servers.

2.4B) In order to provide the services specified in 2.4C, *company* must install management software on Client's devices listed in 2.4A, or possibly other equipment at Client's office. Client grants permission to *company* to install management software deemed necessary by *company*.

2.4C) *Company* uses its management software to remotely connect to your devices upon request to aid in solving issues raised by client or raised by monitoring software. *Company* will also use management software to connect to devices to perform configuration changes and other management tasks as required.

2.5 Workshop Support:

2.5A) Devices covered by workshop support are Desktops, Laptops, Tablets, convertibles and Servers

2.5B) *Company* provides unlimited support for devices requiring fixing/upgrading within *company's* own workshop. *Company* may bring machines back to the workshop if it cannot be fixed on-site, requires replacement components or is not safe to work on within its current environment. *Company* will collect devices that are located within a reasonable distance, else travel costs will need to be covered or the device brought to *company*.

2.6 On-Site Support:

2.5A) Devices covered by on-site support are Desktops, Laptops, Tablets, convertibles and Servers

2.5B) *Company* provides unlimited support for devices requiring fixing/upgrading within clients' own premises. *Company* may bring machines back to the workshop if it cannot be fixed on-site, requires replacement components or is not safe to work on within its current environment.

2.7 Software Upgrades:

2.7A) Devices covered by software upgrades are Desktops, Laptops, Tablets, convertibles and Servers.

2.7B) In order to provide the services specified in 2.7C, *company* must install management software on Client's devices listed in 2.7A, or possibly other equipment at Client's office. Client grants permission to *company* to install management software deemed necessary by *company*.

2.7C) *Company* uses its management software to check your devices are up-to-date with all required security patches and hotfixes for Industry Standard Applications. *Company* will use this information and management software to your devices up-to-date to the best of *company's* ability. *Company* will also use its management software to remotely connect to your machines to perform Industry Standard Line of Business application upgrades.

Please see section 3 for information about Industry Standard and Industry Standard Line of Business applications.

2.8 Mobile Device Protection:

2.8A) Devices covered by mobile protection are Slates and Mobile Phones.

2.8B) In order to provide the services specified in 2.8C, *company* must install management software on Client's devices listed in 2.8A.

2.8C) Mobile device protection is a software suite provided by *company* allowing it to locate, wipe, scan for viruses and more upon request. This software tool set is designed to help you keep your mobile devices safe and protect any data they hold secure.

3 Definitions:

3.1 Device Types:

3.1A) **Desktop** – Traditional style device that comprises of a computer, monitor, keyboard and mouse. This style of computer also includes computers known as AIO or "All-In-One" where the computer base contents are located in the back of the monitor.

3.1B) **Laptop** – A laptop is a portal version of desktop with a clamshell form factor allowing you to close the screen onto the keyboard for portability.

3.1C) **Convertible** – A convertible is a type of laptop that changes or "converts" into a tablet or slate device.

3.1D) **Tablet** – A tablet is a type of laptop with no keyboard or mouse. Mouse functions are replaced with a touch screen interaction and a virtual on-screen keyboard for typing. Some tablets may also come with a stylus for writing on the screen or a separate physical keyboard/mouse.

3.1E) **Slate** – A slate is very similar to a tablet but differs in the way that they do not have a stylus, and their operating system is designed for consuming data and not creating it.

3.1F) **Physical Server** – A server is a specially designed computer to run applications and provider services to other computers. A physical server is an actual device based on real hardware.

3.1G) **Virtual Server** - A server is a specially designed computer to run applications and provider services to other computers. A virtual server is an emulated device based on profile provided by a Physical Server, the virtual server does not have any of its own hardware as this is software based.

3.2 Software / Applications

3.2A) Management Software – To provide remote support, patch management and other services *company* use third party applications that are installed on your devices and/or within your business environment to enable such features.

3.2B) Industry Standard Applications – These are applications that *company* feel most businesses need on their computers to function as required. The applications on this list but not limited to are: -

- Adobe Acrobat Reader
- Adobe Flash
- Adobe Shockwave
- Java

3.2C) Industry Standard Line of Business Applications – These are applications that *company* feel are standard in your business industry and widely used/supported. Applications on this list but not limited to are: -

- IRIS Accounts Production
- Sage Accounts
- Sage Payroll
- Software of Excellence EXACT
- EXACT JobBOSS

4 Changes & New Setups:

4.1 What is a “Change” or “New Setup”:

A change or new setup is when your existing computer environment is altered or extended to work differently or contain additional equipment. Equipment can be in the shape of hardware, software or a service.

4.2 Cost for Changes:

All changes and new setups will be quoted before carried out allowing you to assess the requirements before we proceed.

5 Confidentiality:

Both parties to this agreement warrant that they shall keep confidential any information concerning the business affairs of the other.

6 Enforceability:

Should any clause in this agreement be deemed by a UK court to be unenforceable such clause or part shall be deleted without affecting the integrity of the rest of the agreement, which shall remain valid and enforceable in accordance with its terms.

7 Entire Agreement:

Both parties acknowledge that this agreement expresses their entire understanding and agreement, and that there have been no warranties, representations, covenants or understandings except such as set down hereto.

The parties further acknowledge that this agreement supersedes, terminates or otherwise renders null and void any and all prior agreements or contracts. Clause headings are understood by both parties to be for guidance only and do not limit, condition or alter any individual clause.

8 Governing Law and Jurisdiction:

This agreement shall be governed and constructed in accordance with the laws of England and the parties to the agreement submit to its non-exclusive jurisdiction. The place of performance of the agreement shall be deemed in England.

9 Variation:

We may revise these T&Cs from time-to-time. The revised terms will apply to services & invoices from the date of the publication of the revised terms.

10 Language:

This agreement is prepared in the English language, which shall prevail over any translation in the event of a conflict of interpretation.