

Terms and Conditions for Genesis Advanced Technology Support Services (“ATSS”)

These Terms and Conditions are specific to the ATSS detailed in this Order Form and apply in addition to the Genesis General Terms and Conditions (“**General T&C**”) and the terms and conditions of the Product Contract(s), all of which can be found on the Genesis website at: www.genesis.co.uk/termsandconditions.

In the event of any conflict as to their interpretation, then the order of precedence shall be:

- i. General T&C
- ii. Product terms and conditions
- iii. These terms

Advanced Technology Support Services (“ATSS”) means provision by Genesis to the Customer of one or more of

- A. the design, supply, installation, commissioning and training in the use of a Product and/or its software at the Customer's site or premises, (including “**Quick Start Packages**” for Hosted Products), as detailed in the Order Form; AND/OR
- B. fault diagnosis, problem solving, error rectification and general support rendered to the Customer by Genesis during normal business hours; AND/OR
- C. services described at B above and provided between the hours of 6pm and 8am on weekdays and at any time during weekends and Bank Holidays (“**Enhanced Support Services**”).

Genesis means Genesis Communications Limited, its officers, employees, servants, agents or Third Party Providers.

Pre-Requisite Sheet (“PRS”) means the questionnaire that the Customer must complete in relation to its computer, telecommunication, software infrastructure, and any other relevant facility to enable Genesis to plan for the provision of the ATSS.

Product(s) means the product(s) for which the ATSS is to be provided including, but not limited to, Blackberry Enterprise Server, Hosted Exchange, Hosted Sharepoint, Hosted CRM and Windows Mobile.

Product Contract means the contract between Genesis and the Customer for the provision of the Product(s).

Third Party Provider means any party from whom Genesis, in its sole discretion, may procure a service in order to assist Genesis in the provision of the ATSS.

Condition Precedent

It is a condition precedent to these Terms and Conditions that the Customer shall provide a full and correct PRS to Genesis prior to the provision of the ATSS. The Customer shall indemnify and hold harmless Genesis against and all claims of whatsoever nature and howsoever caused arising directly or indirectly out of any inaccuracies in the PRS.

ATSS Specifications and Charges

- The Customer shall, at the sole discretion of Genesis and dependent upon the nature of the Product(s), receive ATSS either by way of an on-site visit or remote means. The specifications of the ATSS, insofar as they relate to each of the Products, and the charges relating thereto, are set out on the Genesis website at www.genesis.co.uk/termsandconditions
- In the event that the Customer does not wish to receive any form of ATSS, Genesis shall have no liability to provide support to the Customer, other than the availability of the Genesis Technical Helpdesk during normal business hours. The foregoing notwithstanding, and without prejudice to Clause 3.3 of the General T&C, Genesis shall, in the event of the failure of any Product, use its reasonable endeavours to provide Customer support whilst remaining free of any and all liability to the Customer for any such Product or operational failure

- In the event that the Customer elects to take ATSS at any stage during the Product contract, they may do so upon payment of the appropriate charges as referred to above. Additionally, however, Genesis reserve the right to charge the Customer for any further fees, costs or expenses reasonably incurred by Genesis in remedying matters arising directly or indirectly out of the Customer declining ATSS in the first instance.

Liability

Without prejudice to Clause 15 of the General T&C, the Customer shall indemnify Genesis against any and all loss, damage or personal injury of whatsoever nature suffered or incurred by Genesis (as herein defined) as a direct or indirect result of Genesis being present at the Customer's site or premises for the purpose of rendering ATSS.

Cancellations

- Genesis shall use its reasonable endeavours to adhere to any appointment made for the provision of ATSS. However, any dates given are estimates provided for planning purposes only and Genesis reserves the right to cancel in the event of previously unforeseen circumstances or the Customer's failure to fulfil the Condition Precedent hereto. The Customer acknowledges that Genesis shall have no liability for failure to meet any date and that time is not of the essence in relation to ATSS.
- In the event that the Customer cancels an appointment made for Genesis to provide ATSS, Genesis reserves the right to charge the Customer with any costs or expenses reasonably incurred as a result of such appointment and/or the Customer's cancellation thereof.