

MANAGED SERVICES AGREEMENT

THIS AGREEMENT is made the day of 200

BETWEEN :

(1)

of

("the Company")

(2)

of

("the Client").

WHEREBY IT IS AGREED as follows :-

1. Definitions

In this Agreement, the following terms shall have the following meanings:-

"Charging Rates" the Company's personnel charges from time to time plus the cost of any materials provided.

"Equipment" the items of computer software and hardware identified by program version number or type and serial number in Schedule 1 including any modifications thereto and any manuals or other materials supplied by the Company ancillary thereto.

"Managed Services Fee" the monthly fee specified in Schedule 1 payable by the Client to the Company in respect of the Services subject to any increases pursuant to Clause 3.5 below.

"Period" 36 months from the date specified in Schedule 1.

"Service Level Schedule" the document attached as Schedule 2.

“Services”	the services provided in accordance with Clause 2 below.
“Site”	the Client's address specified in Schedule 1.
"Start Date"	the date specified in Schedule 1 from which the Services will be provided.
“Working Hours”	[9.00am to 5.00pm] London time on weekdays (excluding United Kingdom bank and public holidays).

- 2. The Services**
- 3. Charges**
- 4. Client's Obligations**
- 5. Warranties and Indemnity**
- 6. Replacement of Equipment or Parts**
- 7. Liability**
- 8. Term and Termination**
- 9. Service Level Schedule**
- 10. General**