



Managed IT Support Free for 30 Days - Terms and Conditions

01.05.20

The term 'S50' 'us' 'we' or 'our' refers to Sensus3 Ltd, company number: 5309558 and its affiliates. S50 is a trading name of Sensus3 Limited. The term 'customer' 'you' 'your' 'user' refers to an employee or agent of a legal entity that is authorised to represent and legally bind such entity to these Terms. 'Work' refers to your normal place of work i.e. your company office. The term 'Plan' 'Plans' 'Support Plan' refers to the S50-Protect Remote Managed PC & Server Support Plan. The term 'Trial' 'Free Trial' 'Promotion' 'Limited Offer' 'Offer' refers to the 30 day free trial of the Support Plan as set out herein.

This document does not act as a contract between you and S50. These terms may apply in conjunction with an accompanying S50 Service Level Agreement. Our standard terms of business also apply.

Promotion:

1. This promotion is open to all new customers who wish to commence a free 30 day trial of a Support Plan with S50 before 30th June 2020
2. You are entitled to one free trial for 30 days from the date you approve an S50 quote or from the date you confirm in writing to finance@s50.co.uk that you wish to proceed with the trial
3. This promotion is not transferrable or exchangeable and cannot be used in conjunction with any other offer, unless otherwise agreed in writing with S50
4. We reserve the right to hold, suspend, cancel or amend the Promotion where it becomes necessary to do so.
5. Cancellation of this Promotion by S50 does affect your right to the remaining term of your trial if cancelled by us after 30th June 2020
6. This promotion applies solely to the services offered under Our S50-Protect Plan, details of which can be found here: <https://www.s50.co.uk>
7. This promotion excludes Webroot Endpoint Protection
8. This promotion covers support under the plan for a maximum of 50 endpoints
9. An endpoint under this promotion is classed as a PC or Laptop running a supported Professional or Enterprise version of Microsoft Windows or a physical or virtualised on premise server running a supported version of Microsoft Windows and or VMware VSphere or Microsoft Hyper-V
10. At the end of the free Trial S50 will cease all services relating to the plan and remove all data it holds about the Customer from S50 systems.
11. The customer can cancel the Free trial at any time during the 30 days specified
12. Should the customer wish to continue with the plan as part of a subscription and Service Level Agreement with S50, the customer should contact finance@s50.co.uk or call 020 8770 0007 before the end of the trial
13. All support provided by S50 to the customer under this promotion is for remote only support on customer designated endpoints

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S50 is the business name of: 'Sensus3 Limited' - Reg: 5309558 - VAT: 857707584
'Sensus3 Limited' Registered Address: 3 Mulgrave Chambers, 26-28 Mulgrave Road, Sutton, Surrey, SM2 6LE



14. Support as part of this promotion is on a 'break fix' basis, in that a Customer endpoint, and or an application or service running on an endpoint fails to perform its designed task and the Customer requires S50 to troubleshoot and fix. Support does not extend to configuration changes, updates, upgrades, installations, migrations or development on any part of the Customer IT infrastructure.
15. S50 shall provide support to the customer between the hours of 08:00 and 17:30 Monday to Friday excluding UK public holidays

Additional Charges:

The Customer will be charged for any additional services requested from S50 that fall outside the service provision under the Plan. All charges will be at the applicable rate and S50 reserve the right to review and amend these charges at any time.

Remote Access and Audit Tool

To permit S50 to provide the Customer with services under the plan you authorise us to install and run our Remote Desktop software, Audit Tool and any associated processes on your endpoints, to enable S50 to proactively collect and analyse data about your endpoints and remotely support the Customer.

The Audit Tool uses a network profiling software tool for the purposes of collecting information relating to endpoint configurations and to create a Customer inventory for S50 support services. The Remote Desktop software allows S50 to remotely access the Customer endpoints for support purposes following authorisation from the Customer.

Confidentiality

S50 shall observe strict obligations of confidentiality with respect Customer data and shall use such information in compliance with any applicable terms and conditions upon which S50 makes such information available.

S50 will at all times keep in trust and confidence all such Confidential Information and will use such Confidential Information only for S50 business purposes, or otherwise as authorised by You; and S50 will not disclose such Confidential Information to third parties without your prior written consent. Notwithstanding the foregoing, S50 may disclose your Confidential Information to its contractors, agents, representatives and affiliates who are under appropriate confidentiality obligations and who have a business need to access such information for S50 business purposes. The obligations of confidentiality shall not apply to information which (a) has entered the public domain except where such entry is the result of the receiving party's breach of this Authorisation; (b) prior to disclosure hereunder was already rightfully in the receiving party's possession; (c) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the



right to disclose such information to the receiving party. The Audit Tool and Remote Desktop software (and related software) are confidential to S50 and its licensors.

Limitation of Liability

Disclaimers; Warranties. ACCESS TO THE AUDIT TOOL AND REMOTE DESKTOP SOFTWARE, DOCUMENTATION AND OTHER INFORMATION PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. THE INFORMATION COLLECTED AND PROVIDED IN CONNECTION WITH THE AUDIT TOOL IS NOT REPRESENTED TO BE COMPLETE OR ACCURATE; AND S50 DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED) RELATING TO THE AUDIT TOOL AND ALL REPORTS, DOCUMENTATION AND OTHER INFORMATION GENERATED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR THE DETERMINATION AND IMPLEMENTATION OF ITS NETWORK, DESIGN, BUSINESS, OR OTHER REQUIREMENTS. S50 SHALL NOT BE RESPONSIBLE FOR THE FAILURE OF THE AUDIT TOOL, INVENTORY REPORTS AND/OR REMOTE DESKTOP AND ALL RELATED SOFTWARE TO MEET USER'S NETWORK, DESIGN, BUSINESS, OR OTHER REQUIREMENTS.

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