Insight Networking Solutions
Terms and Conditions

General

Definitions

(1) "Customer" means the customer to whom Insight is providing the Services.
(2) "Insight" means Insight Networking Solutions Limited or any of its subcontractors also referred to as "we" or "us" in these terms and conditions.
(3) "Services" means the services which Insight will perform.
(4) "Default" means any breach of Insight's obligations (including, but not limited to, fundamental breach or breach of fundamental term) or any default, tort, act, omission, negligence or mis-statement of Insight in connection with or in relation to the provision of the Services
(5) "Data" means Customer data to the extent that it relates to their requirements for Services or is necessary for the proper provision of the Services to them
(6) "Force Majeure" means any cause affecting the performance by Insight of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but not limited to) governmental regulations, fire, flood or any disaster or industrial dispute affecting a third party.
(7) "Normal Working Hours" means 9 am to 5:30 pm on a Working Day.
(8) "Working days" means Monday to Friday, excluding Bank or other Public holidays in England.
(9) "Intellectual Property" means all intellectual and industrial property rights anywhere in the world, including, without limitation, any invention, patent, design or utility model rights, any copyright and trade marks, service marks, database rights, moral rights, topography rights, commercial or confidential information, know how or trade secrets, and any other rights of a similar nature whether or not any of the same are registered, and the right to apply for any of them.
(10) "Statement of Works" means the document agreed by the parties which specifies the Services to be provided and the requirements for their provision.
(11) "Equipment" means the products sold by Insight.
(12) "Out of Hours" means time outside of Normal Working Hours.

Orders

(1) All contracts for the provision of Services and Equipment by Insight shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms from the party ("the Customer") with whom Insight is dealing. Once an order has been received, if the Customer wishes to cancel the order, the Customer will be liable for the cancellation and postponement charges as set out in these terms and conditions (see "Cancellation/Postponement" below).
(2) All orders are subject to acceptance and to availability to provide the Services and/or Equipment ordered: Insight is entitled to refuse any order placed by you.
(3) The Customer undertakes that all details it provides to Insight for the purpose of purchasing Equipment or Services are correct, and

Prices

(1) Services and Equipment, together with VAT, are invoiced at the price as set out in the Statement of Works. The Statement of Works and pricing are valid for 30 days only from the date of the Statement of Works.

(2) Insight reserves the right to modify the prices from time to time for future orders.
(3) Any estimates made by Insight for the cost of any Services and Equipment shall be estimates only. Whenever estimated prices are quoted, Insight shall use all reasonable efforts to perform the relevant Services at the estimated price but in no event shall such estimates constitute a fixed price or a not-to-exceed price agreement unless stated otherwise in the Statement of Works.
(4) Any prices quoted by Insight in local currency may be adjusted by Insight due to fluctuations in the US Dollar exchange rate.

Delivery, Title and Risk

(1) Insight shall use reasonable endeavours to despatch Equipment by the date agreed with the Customer, but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond our reasonable control, such as delays caused by delivery companies or manufacturer lead times. If a delay is likely, we shall contact the Customer and advise of the delay.
(2) If Insight is unable to deliver the Equipment within 30 days of the agreed delivery date , the Customer will, as its sole remedy, be entitled to cancel the order and require any monies paid to Insight in respect of that order to be refunded. In order to cancel, the Customer must send written notice of cancellation to Insight after the above date but before delivery of the Equipment or notification from Insight that the Equipment are ready for delivery.
(3) Insight does not accept liability for shortages or damage to deliveries unless the Customer notifies Insight of the shortage or damage in writing within 48 hours of receipt of the delivery.
(4) Customers are required to be able to accept the Equipment when they are ready for delivery within Normal Working Hours.
(5) Delivery is deemed to take place when the Equipment are delivered to the Customer's nominated address, whereupon the risks of loss, breakage and all damage and all other risks shall pass to the Customer.
(6) Title in the Equipment does not pass to the Customer until payment is received in full by Insight.
(7) If the Customer cannot accept delivery, Insight may at its option: (a) store and insure the Equipment at the Customer's expense and risk or (b) sell the Equipment at the best price reasonably obtainable and (after deducting reasonable storage insurance and selling costs) pay to the Customer any excess over the sale price or charge the Customer for any shortfall or (c) re-arrange delivery provided that Insight may charge the Customer for the additional delivery costs incurred.
(8) The Customer may request a Proof of Delivery, provided that this request is made in writing within 3 months of the date of delivery and Insight shall use reasonable endeavours to provide such proof. Thereafter, delivery shall be deemed to have been successfully completed.
(9) Upon delivery of the Equipment, the Customer will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is the responsibility of the Customer to ensure that the number of packages delivered corresponds with the number stated on the delivery note. Where a discrepancy occurs or where there is evident damage to the packaging, this should be noted on the Proof of Delivery. Insight shall not be liable for discrepancies or damage evident on delivery where the Customer accepts delivery and signs the Proof of Delivery without amendment.

Product specifications

(1) Insight makes every effort to supply the Equipment in accordance with the Statement of Works but reserves the right to supply the Equipment subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer.
(2) If Insight cannot supply the Equipment ordered by the Customer, Insight reserves the right to offer Equipment of equal or superior quality at no extra cost. In such a case, if the Customer does not wish to accept the alternative Equipment offered, it may cancel the order and require the refund of any money paid to Insight in respect of that order, including carriage charges. This shall be the sole remedy of the Customer in these circumstances.

Trade names and Trade Marks

(1) Trade names and marks (other than Insight's) are not always indications of the actual manufacturer of a particular product and may rather be indicative of general use systems and machines associated with such products.
(2) In the case of component purchases, Customers requiring a particular brand of product should, before placing an order, check with Insight the identity of the manufacturer of component it is proposed to purchase.

Pre-requisites & Essential Requirements

(1) The Customer shall provide Insight and its staff sufficient working space as well such access to the Customer's personnel, files and equipment at the Customer's facility as Insight reasonably deems necessary for the performance of the Services.
(2) The Customer shall:

- Comply with the obligations set out in these terms and conditions;
- Undertake the specific obligations specified in the Statement of Works;
- Ensure that any assumptions or dependencies set out in the Statement of Works are fulfilled or complied with as the case may be.

(3) If the Customer fails to fulfil any of its responsibilities under these terms and conditions in a proper and timely manner and such failure causes a delay in the performance of the Services or results in additional costs to Insight, Insight shall take such action as it deems reasonably prudent and shall provide the Customer with a written specification of such delay and the resulting costs. The Customer agrees to pay these costs to Insight at the then current standard Insight rates for the Services involved.
(4) In the event that Insight removes any of the Customer's hardware from its site, unless it is otherwise specifically agreed in writing by the parties at the time, Insight shall be entitled to assume that all data of a sensitive nature and personal data (as defined by the Data Protection Act 1998) has been removed from the tapes or other media and the Customer agrees to indemnify Insight from all and any claims and proceedings made or brought by any person in respect of any loss, damage or distress to that person by reason of any wrongful disclosure of any personal data on any such media or tapes.
(5) Customer shall be solely responsible for maintaining back-up copies of all data.
(6) Unless specified the Statement of Works, Services do not include any network cabling specification or installation.
(7) All such network cabling should be in their correct location and tested by the Customer prior to the equipment installation date.
(8 All agreed equipment locations will be final and adequate power sockets must be available.
(9) No additional work will be undertaken if not included on the Statement of Works. An Out of Scope Document may be drawn up by Insight to cover such work but it must be agreed and signed by the Customer before such additional work can be carried out.
(10) Under no circumstances will any equipment be released or the Customer given access to any equipment, until Insight has finished the installation.
(11) Any existing equipment belonging to the Customer being utilised or connected up must be fully operational and virus free, and fully accessible to Insight during the installation.
(12) Delays on site caused by faulty equipment, not supplied by Insight, services not being ready, or access restrictions may incur additional charges at the then current Insight rates.

Service Performance

(1) Insight shall use reasonable endeavours to provide the Services by the date agreed with the Customer, but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond our reasonable control. If a delay is likely, we shall contact the customer and advise of the delay.
(2) Unless otherwise agreed, the arrival time on site is for a 9.00am start on the date booked.
(3) Installation and completion dates are an estimate and are dependant on the Customer complying with its obligations and third parties complying with their obligations. Installation and completion dates are not guaranteed. If, solely due to Insight's negligence, a component

of the Services is unreasonably delayed the Customer's sole remedy is to reject that component.
(4) Customers are required to give Insight access to provide/install the Services within Normal Working Hours and Out of Hours (where requested).
(5) The Services are deemed to be accepted once the Customer signs off the Statement of Works unless the Customer reports any deficiencies in the Services in writing to Insight within 14 days of signing off the Statement of Works.
(6) If the Customer cannot allow Insight access to provide/install the Services on the agreed date Insight may re-arrange provision/installation of the Services provided that Insight may charge the Customer for the additional costs incurred at the then current Insight rates.

Payment

(1) Payment is due on the payment dates specified in the Statement of Works or, if none are specified, on completion of the provision of the Services. Insight requires payment of invoices within 30 days of the date of the invoice, except in the case of transactions where different terms are agreed in writing.
(2) If payment is not made on the due date, Insight will be entitled to charge interest daily on the outstanding balance at the rate of 3% above Barclays Bank PLC base lending rate from time to time and in any event an administration fee in the sum of £50 shall be applied to each overdue invoice.
(3) The provision of any services outside the scope of the Services as set out in the Statement of Works shall be billed to the Customer at the then current Insight rates for such services.
(4) Amounts stated do not include taxes. All additional taxes or duties which Insight shall have to pay or collect in connection with the provision of the Services shall be borne by the Customer (except for taxes based on Insight's income). VAT will be charged at the rate prevailing at the date of invoice.

Cancellation/Postponement

Once a purchase order has been received for the services defined within the Statement of Works, the Customer will be liable for the following cancellation and postponement charges;

- Less than 48 hours in advance - 100% of the service order value
- 5 days to 48 hours in advance - 75% of the service order value
- 10 days to 6 days in advance - 50% of the service order value
- 11 days to 14 days in advance - 25% of the service order value
- 14 days or more in advance - No Charge

Notwithstanding the above, any built-to-order or non-cancellable hardware or software cannot be cancelled.

Confidentiality

(1) Both Insight and the Customer acknowledge that they will receive information and material constituting trade secrets concerning the business, finances, systems, products and documentation of the other (Confidential Information). Confidential Information shall be limited to information clearly identified as confidential. Both Insight and the Customer agree to protect and preserve the confidentiality of the other's Confidential Information using the same standard of care as it uses to protect its own Confidential Information of a similar nature, but in no event using a lesser standard than a reasonable standard of care. The parties agree to hold each other's Confidential Information in confidence while the Services are being performed and for a period of three years thereafter.
(2) Both Insight and the Customer will only divulge Confidential Information to those employees and agents who have entered into a binding written agreement to maintain confidentiality and for whom knowledge of the Confidential Information is necessary for the proper performance of their duties.

(3) No confidentiality obligation is imposed in respect of:-

(a) information that has fallen into the public domain otherwise than as a breach of these terms and conditions;

(b) information that was already in the possession of the receiving party prior to these terms and conditions;

(c) information obtained from a third party who was free to divulge it;

(d) information independently developed without reference to the Confidential Information provided by the other party;

(e) information required by and disclosed to a statutory authority; and

(f) Information acquired as part of general know-how

Intellectual Property

(1) All service data collected by Insight (including but not limited to asset data bases, call data and system configuration details) shall belong to Insight.

(2) All Intellectual Property rights in the Services provided by Insight shall belong to Insight. Individual Customer Opportunities may require the assignment of certain Intellectual Property Rights to the Customer and the parties shall agree the terms of such assignment on a case-by-case basis and this shall be set out in the Statement of Works.

Warranties

(1) In relation to the Services Insight warrants that:-

(a) it shall use reasonable skill and care to carry out the Services to the generally accepted industry standards and the Services shall be supplied and rendered by appropriately experienced, qualified and trained personnel in a professional and workmanlike manner

(b) the Services will be free from defects for a period of 30 days after completion. The Customer shall report in detail any deficiencies in the Services to Insight in writing within 30 days of completion of the Services. In the event of a breach of warranty, Customer shall allow Insight the opportunity to correct errors or re-perform the Services so as to comply with the warranty set out in subclause (a) above.

(c) the Services, when supplied, shall conform to the description and service level agreements set out in the relevant Statement of Works;

(d) the provision of the Services and Customers' use thereof shall not infringe any Intellectual Property Rights of any third party. This warranty does not apply insofar as it relates to items of hardware, software or other equipment manufactured by third party OEM's;

(e) where the provision of the Services involves the supply or fitting of spare parts, title to such parts shall pass to the Customer once the relevant part is fitted and the parts removed shall become the property of Insight, unless otherwise specified in a Statement of Works;

(2) Insight cannot be held responsible for any fault or damage not caused by Insight. In the event of a claim arising relating to the level of skill and judgement applied in the course of providing Services, Insight reserves at its sole discretion the right to appoint an independent expert in the field to appraise the work carried out in the execution of the Services. Additionally, Insight cannot be held responsible for equipment installed or configured when the equipment has subsequently been altered or configured by persons other than Insight.

(3) In relation to Equipment, Insight warrants that Insight does not sell products on a trial basis. Customers are strongly advised to check suitability and specifications of Equipment before ordering. In some instances, Customers may benefit from special price discounts issued by a manufacturer specifically for their benefit. Such Equipment are not returnable to the manufacturer and may not be sold to other customers. Accordingly, orders for such Equipment can not be cancelled and Insight can only accept a return of such Equipment where they prove to be defective and the Equipment are returned for repair or replacement.

(4) Unless otherwise stated in the manufacturer's documentation, all Equipment delivered to a UK mainland address carries a manufacturer's warranty. The duration of the warranty

depends on the Equipment and/or on the manufacturer. Customers who wish to make a warranty claim must comply with the manufacturer's instructions and warranty procedure.
(5) No software on which seals have been broken can be returned for credit. If any software discs are faulty, the manufacturer will replace them. Please note Software Licences are non returnable unless the software is materially non-compliant with its specification or the physical media on which it is supplied is defective.
(6) In some circumstances purchased Equipment may be traded-in and a discount may be applied to a subsequent purchase of new Equipment. The availability of trade-in and discounts shall be subject to the relevant manufacturer's terms and conditions of any such program.
(7) Except as set out here all warranties and conditions, whether express or implied by statute, common law or otherwise relating to the Services and Equipment are hereby excluded to the fullest extent permitted by law.
(8) The Customer warrants that it has the authority to provide information and personal data to Insight and authorises Insight to handle the Customer's information and personal data and to transfer it to third parties to the extent required to deliver the Services.

Software

Any software provided as part of the Services is subject to any accompanying End User License Agreement and the terms thereof. The Customer agrees to be bound by the Software Vendors' End User License Agreement governing the use of such software, a copy of which is either attached hereto, or otherwise available upon request.

Insight's liability

(1) Insight shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of business or profits in the ordinary course, loss of goodwill, damage to trading relationships loss of data and other financial loss. Insight's liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.
(2) Nothing in this agreement shall limit Insight's liability for death, personal injury fraud or deliberate mis-statement.

Force Majeure

(1) Where, in spite of its reasonable efforts, Insight is unable to perform an obligation due to circumstances beyond its reasonable control, it shall not be deemed to be in breach of its contract with the Customer.

Termination

(1) If either party materially breaches any of its obligations and the breach has not been remedied within 30 days after written notice is given to the defaulting party specifying the breach, the party not in default may by written notice terminate this agreement (including any or all of its Statements of Works) as of the date specified in such termination notice.
(2) Either party may terminate this agreement or any Statement of Works or suspend work if:

(a) the other party fails to promptly pay any amount due to be paid under this agreement or Statement of Works; or
(b) the other party passes a resolution for winding up (save for the purpose of solvent amalgamation or reconstruction) or suffers a winding-up order being made against it; or
(c) a receiver, administrative receiver, administrator or similar officer is appointed over the other party.

Errors and Omissions

(1) Insight makes every effort to ensure that all prices and descriptions quoted are correct and accurate. In the case of a manifest error or omission, Insight will be entitled to rescind the

contract, notwithstanding that it has already accepted the Customer's order and/or received payment from the Customer. Insight's liability in that event will be limited to the return of any money the Customer has paid in respect of the order. In the case of a manifest error in relation to price, the Customer will be entitled to purchase the Equipment by paying the difference between the quoted price and the correct price, as confirmed in writing by Insight after the manifest error has been discovered.
(2) A 'manifest error', as the term is used in sub-paragraph (1) above, means, in relation to an incorrect price, a price quoted in error by Insight which is more than 10% less than the price that would have been quoted had the mistake not been made.

WEEE Regulations

For all Goods sold in the UK which fall under the WEEE Regulations, the Customer shall ensure they follow the Producer (manufacturer) directions for disposal and recycling thereof. Insight shall not be responsible for any costs thereof. Such directions can be found either accompanying the Equipment or on the manufacturers' website. For Insight's compliance statement and further details of Insight's obligations please go to http://uk.insight.com/content/recycling

Insight does not have a sales office or approved distributor in Ireland. Instead, Insight products are sold directly to Customers in Ireland from sales officers in other Member States.

Selling products directly to an end-user in another Member State is known as 'distance selling'. The WEEE Directive and Member State WEEE Regulations state that Insight is not responsible for WEEE arising from distance sales of business products directly to the customer in other Member States. Instead, it is the customers' responsibility to ensure that products which they buy through distance selling arrangements are managed in an environmentally responsible manner at the end of life and in accordance with the WEEE Regulations. In purchasing such products from Insight the Customer agrees to comply with these Regulations and, in so doing, the Customer agrees to register with the WEEE Registry in Ireland.

General

(1) If any provision in these terms and conditions is held to be invalid or unenforceable, it shall be deemed severed from the terms and conditions and this shall not affect the validity or enforceability of the remaining provisions.
(3) Any waiver of a breach of these terms and conditions must be in writing.
(4) Any variation of these terms and conditions must be in writing and signed by a duly authorised Insight official.
(5) The headings are for convenience only and shall not affect the interpretation of these terms and conditions.
(6) Any notices given under these terms and conditions shall be in writing and sent (a) by first class pre-paid post to the last known address of the party; or (b) by fax to their last known fax number; or (c) by e-mail to the last notified e-mail address of the party.
(7) These terms and conditions shall be governed by and construed in accordance with the laws of England & Wales and the parties submit to the non-exclusive jurisdiction of the English courts.
(8) Insight may at its discretion record telephone transactions for staff training and quality control purposes.

These terms and conditions are correct as of April 2009 and are subject to revision at any time.