



Retained Technical Services (RTS) Agreement			
Customer		Contract No	
Primary Address		Contract Type	
		Start Date	
		Renewal Date	
		Quote Ref	

8 Hour On-Site Response

This RTS agreement provides the terms and conditions of a retained technical service agreement between the Customer and Nexus Open Systems Ltd.

- The Customer purchases time in advance with varying levels of timed response, which are banked within the Nexus Helpdesk System. The minimum unit of purchase is one day. The Customer may then place a technical support call on Nexus for any suitable technical fault or issue. The fault may be resolved by other support contracts such as Telephone and Dial-In support but if this is impractical we guarantee an 8-hour response by a qualified technical engineer to remedy the fault as detailed below. Our range of technical services, such as training and other miscellaneous work may be carried out with prior arrangement and appropriate notice.
- The Customer may call the Nexus Helpdesk Number (01392 667570) and place any technical enquiry. Nexus will log the call with the Customer in our helpdesk system and a call reference will be passed to the Customer. If the Customer agrees that an 8-hour response call-out is appropriate Nexus will endeavour to use contract time banked, to provide a single on site technical resource as deemed appropriate by Nexus to the Customers site within eight "working hours". Once all work has been completed for that particular fault time is calculated (including travel to site only) and assigned to the contract.
- If deemed suitable and likely to provide a speedy solution, Nexus may choose to provide telephone or dial in support. The time taken will either be logged against this or any additional suitable contract.
- "Working hours" are defined as Monday to Friday, 9am to 5:30pm excluding English bank holidays. Work undertaken outside the defined times will be calculated at 1.5 times the standard RTS rate.
- The Customer may request, at any time, a statement of any active or historical support contracts held with Nexus Open Systems. Should the amount of time banked go under 2 hours then the Customer will automatically be sent a statement of the contract.
- The customer shall provide as much technical assistance as requested by Nexus and provide all materials and related products associated to the support issue.
- Faults may be dealt with as separate incidents if logged independently generating their own 8-hour response requirement. If Nexus have available manpower all attempts will be made to accommodate the Customers needs.
- Other Nexus Retained Technical Service Contracts such as Unlimited Helpdesk or Planned RTS may be used to diagnose and/or resolve the fault. This may negate the need to use more costly 8-Hour response time.
- Nexus will at all times endeavour to provide the necessary skills to both respond and remedy the fault. However, it should be noted that from time to time due to the nature of computer related faults we may be subject to external factors beyond our control that consequently delay resolving the fault.
- At times deemed appropriate Nexus may require the assistance of a third party, such as a manufacturer, distributor or supplier of items/services associated with the fault. Nexus will inform the customer of this type of situation and co-operate and make any instruction on the third party as suitable. Any such third party will have their own responses to issues raised, and therefore Nexus do not accept any responsibility for a third party not responding in a desirable fashion.

- 11 Nexus will make every reasonable attempt to find answers to your questions and solutions to your problems. However, we cannot guarantee that all defects will be fixed or that all of your questions or issues will be resolved. Our services are provided "as is" and all warranties regarding such services, whether express or implied, are hereby excluded, included but not limited to the products fitness for purpose.
- 12 Nexus shall not be liable for any damages, including but not limited to any direct, indirect, special, incidental or consequential damages, resulting from the use of, or inability to use the software programs or hardware supported, even if Nexus has been advised of the possibility of such damages. This means Nexus is not responsible or liable for damages or costs incurred as a result of loss of time, loss of data, loss of anticipated profits or benefits resulting from the use of the hardware or software programs or loss of use of the software programs, or for damages or costs incurred in connection with obtaining substitute support services or substitute software, claims by others, or similar costs. No employee, agent or representative of Nexus is authorised to make any representation or warranty with respect to our RTS and any other services. Our RTS is provided on a best efforts basis to provide service and support the Customers computer and networking systems. Nexus reserves the right to modify or terminate support services during your subscription period, and to decline renewal of your subscription at the expiration of any plan period. Any unused support hours are forfeited by early termination of the contract by the customer.

*NB: Non-essential technical support calls or enquiries can be logged on-line at <http://www.nexusos.co.uk>
 Customers may also request RTS statements on-line in advance of being automatically sent them by Nexus.

RTS Authorisation			
Please complete, sign and return one copy to Nexus			
Customer		Contact 1	
RTS Type		Tel	
Qty ordered		Fax	
Quote Ref		E-mail	
Contract no		Contact 2	
Cust. PO Ref		Tel	
Comm. Date		Fax	
Renewal Date		E-mail	
Nexus Authorisation		Customer Authorisation	
Name _____	Position _____	Name _____	Position _____
Date _____	Signature _____	Date _____	Signature _____
Useful numbers and contact details			
Helpdesk Telephone Number 01392 667570 Head Office Telephone Number 01392 205095 Head Office Fax Number 01392 205096		Web : http://www.nexusos.co.uk Email : support@nexusos.co.uk	
Name	Work Phone 01392 205095 ext	Name	Work Phone 01392 205095 ext
Mobile Phone		Mobile Phone	
Email		Email	