



**Adsum End Point Manager**

**Standard Terms and Conditions**

**For services offered by**

**Adsum Limited of 6 Gandhi Rd, Woodlands Extension, Lusaka, Zambia  
(hereinafter "Adsum")**

**To**

**The Customer, who's details are as entered on the Adsum End Point Manager  
Landing Page and include Organisation Name, Email Address and Contact Name  
(hereinafter "the Customer")**

# TERMS AND CONDITIONS

## 1. Definitions

"Adsum Office"	means, the registered office of Adsum Limited closest to the customer or the office of Adsum that has been identified as being responsible for carrying out any service offered in these Terms and Conditions
"End Point Manager"	means, the product and services supplied by Adsum Limited and included in these Terms and Conditions
"Services Offered"	means, Adsum's End Point Manager
"EPM"	means, Adsum's End Point Manager
"Date of Commencement"	means, the date at which the Services Offered commence, this shall be acceptance of these Terms and Conditions and receipt of the EPM Remote Agent from Adsum in the case of a 30 Day FREE EPM TRIAL OR acceptance of the Terms and Conditions, Acceptance of the Quotation, Payment by the Customer and receipt of the EPM Remote Agent from Adsum in the case of a Purchase of an EPM subscription
"30 day FREE EPM TRIAL"	means, use of the EPM systems and services for FREE for a period of 30 days from Date of Commencement with an option to purchase an EPM subscription within the 30 day TRIAL period
"EPM subscription"	means, use by the Customer of the EPM systems and services for a period of 12 months from the date of commencement providing all subscription fees are paid up to date.

## 2. Applicability

The Terms and Conditions shall apply to services offered and are additional to the specific provisions contained in any Schedules included with these Terms and Conditions. Such services offered will be performed online connected to the customer site, at the Customer site or sites, at the Adsum offices or elsewhere as may be as appropriate.

## 3. Services offered

Services offered by Adsum, include, but are not limited to, on-line reactive and pro-active support of customer Information and Communication Technology (ICT) systems, outsourced and other services

## 4. Service Delivery

Specifications of the service offered to the Customer are found in the Schedules.

- 4.1 Adsum commits to provide such services as detailed in the schedules
- 4.2 All services offered shall be remote via an on-line connection to the Customer. Any on-site visits required shall be charged at applicable labour, mileage and subsistence rates and shall be for the Customers account.
- 4.3 In instances when the Customer's site is further than 25kms from the Adsum office identified in the schedules, the time taken to access the Customer's site is **NOT** included in any guaranteed on-site response time.
- 4.4 Adsum shall, with the Customer's prior consent, subcontract or outsource service provision if it is deemed necessary due to the nature of the problem.
- 4.5 Adsum undertakes to locate and supply, should the Customer so request, any materials required for the provision of this service and to charge for as per an Adsum quotation.
- 4.6 All Adsum personnel including sub-contracted and outsourced personnel shall be bound by the confidentiality clause 13 in this Terms and Conditions

## 5. Term

- 5.1 In the case of the EPM 30 Day FreeTrial these Terms and Conditions and its Schedules shall each be effective from The Commencement Date and continue for an initial term of 30 days.
- 5.2 In the case of a Purchase of an EPM subscription
  - 5.2.1 these Terms and Conditions and its Schedules shall each be effective from The Commencement Date and continue for an initial term of 12 months.
  - 5.2.2 Thereafter the Terms and Conditions and its Schedules shall remain in force, subject to any escalation pricing based on movement of exchange rate or price index, until terminated by either party giving the other ninety (90) days' written notice.

## 6. Hours

- 6.1 Unless specified in the schedules services offered under these Terms and Conditions shall be from 08h00 to 17h00 hours, excluding weekends and Zambian public holidays.

- 6.2 Unless specified in the schedules to these Terms and Conditions, in the event that any support given has not been completed by 17h00 hours, after-hours repair work may, at the Customer's request, proceed in pursuit of completion of the repair job in question. In such an instance, all related overtime expenses will be for the Customer's account.
- 6.3 Any on-site service required, be it of a remedial or preventative nature, will not proceed unless the Customer ensures that one of its members of staff, who is authorized to sign off the service request, remains on site until the said service has been completed.
- 6.4 A schedule of Adsum's contact numbers is included in the schedules.

## 7. Service Charges

- 7.1 Service charges will be either monthly or annually in advance as per the Customers option.
- 7.2 Payment of the Service Charges is due on or before the commencement of the month in which the service begins.
- 7.3 Failure to meet the due payment dates will entitle Adsum to stop work and/or withhold services until such time as payment is received.
- 7.4 All charges have Value Added Tax (VAT) and will be charged unless a suitable exemption form is supplied in advance by the Customer.
- 7.5 Details of Adsum's **current** rates are as specified in the schedules attached hereto and may be subject to change and revision based on the operating costs of Adsum.
- 7.6 In the case of the Customer requiring on-site services, travel costs incurred in accessing the Customer site are **NOT** included. Such costs will be for the Customer's account and will include travel time, motor and/or air travel, at the current rate indicated in the schedule for the total journey to and from the Adsum office to the Customer site.

## 8. Indemnity

This Clause sets out the entire liability, howsoever arising, of Adsum to the Customer.

- 8.1 Adsum will indemnify the Customer for direct damage to tangible property caused by defects in any of its Products or by the negligence of Adsum's employees in connection with the performance of their duties hereunder.
- 8.2 The Customer is responsible for backing up of their own data, in no event shall Adsum be liable for any damages resulting from any loss of data, corruption of data, loss of profits or business or any indirect or consequential loss or damage.
- 8.3 *The total liability of Adsum under this clause shall be limited to twenty thousand United States Dollars (USD20,000) for any one event or series of connected events.***

## 9. Personnel

- 9.2 All personnel, including sub-contractors and outsourced personnel, providing the services offered shall remain solely under the control and management of Adsum.
- 9.3 The Customer shall take all reasonable precautions to ensure the health and safety of Adsum personnel whilst on the Customer's premises.

## 10. Customer Obligations

- 10.1 The Customer will ensure that service charges are paid in full prior to the commencement of the month in which the service occurs.
- 10.2 The Customer shall allow Adsum reasonable access to the equipment and systems that are covered by these Terms and Conditions and use of other equipment or media necessary carry out the services described in the schedules.
- 10.3 The Customer shall ensure that all support calls are logged in accordance with Adsum's procedures in the schedules.
- 10.4 The Customer will refrain from approaching any personnel of Adsum or any of its subsidiaries or affiliates with regard to offering them employment with the Customer, its subsidiaries or affiliates, without prior notice to and consent from Adsum.
- 10.5 ***It is the Customer's responsibility to ensure regular back-up copies of all data are made.***

## 11. Adsum Obligations

Adsum will refrain from approaching any personnel of the Customer or any of its subsidiaries or affiliates with regard to offering them employment with Adsum, its subsidiaries or affiliates, without prior notice to and consent from the Customer.

## 12. Adsum Property

- 11.1 Diagnostic material supplied by Adsum, such as documentation, schematics, test equipment, Software (including Diagnostic Software for which a separate license has not been obtained), and associated media shall remain the exclusive property of Adsum.

- 11.2 No manufacturer's copyright material may be reproduced in any form, by the Customer, without the manufacturer's prior written permission.
- 11.3 All products supplied to the Customer, as part of the services offered remain the property of Adsum in all circumstances and may not be used by the Customer for any other services except with the written permission of Adsum.

**13. Information Exchange- Confidentiality.**

- 12.1 Adsum and the Customer will mutually communicate the information in their possession and which could be used in executing the common tasks or in defining interfaces between their respective services offered in relation to these Terms and Conditions.
- 12.2 Adsum and the Customer shall refrain from communicating to third parties information which is declared as confidential and which has been communicated to it by any other Party during the performance of these Terms and Conditions during the Term as per clause 5.
- 12.3 Provided this restriction however shall not apply to:
- 12.3.1 Information or processes which are of, or would become, current practice in the industry or, which would fall into the public domain other than by the action of one of the Parties.
- 12.3.2 Information or processes which were already known to the receiving Party before their communication provided that the latter supplies all necessary justification.
- 12.4 During the validity of the Terms and Conditions and for the period of two (2) years from its termination, the Parties commit themselves to treat as confidential, information which has been mutually communicated within the frame of the Terms and Conditions.

**14. Warranty**

Adsum offers to the Customer a 30 day Warranty in the case of a purchase of an EPM Subscription. If during the first 30 days after the date of Commencement, the customer is not satisfied with the Services Offered, then Adsum will refund all payments made by the customer in connection with the Services Offered.

**15. Default**

If either party defaults in its obligations under these Terms and Conditions and such default continues for thirty (30) days after receipt of written notice thereof, this Terms and Conditions and/or any particular Schedule may then be terminated by the non-defaulting party without prejudice to any other remedy, but any outstanding payments for services previously rendered shall become immediately due and payable. In such cases where Adsum is in default, a pro-rata refund of such advance payment shall be made to the Customer.

**16. Force Majeure**

Adsum shall not be responsible for delay or failure to perform its obligations due to causes not reasonably foreseeable and beyond its reasonable control, including, but not limited to, fire, flood, Act of God, or insolvency of subcontractors or suppliers.

**17. Software Licence**

Software supplied by the Customer shall be deemed to be legally licensed. Adsum shall not be held responsible by any party, for any use of illegal software.

**18. Assignment**

- 18.1 The Customer shall not be entitled to assign these Terms and Conditions or any of the component parts thereof to any third party without the prior written consent of Adsum.
- 18.2 Adsum will similarly be prohibited from assigning any aspect these Terms and Conditions or any of the component parts thereof to any third party without the prior written consent of the Customer.

**19. Disputes**

- 19.1 In the event of any dispute, the Parties shall use their best endeavours to settle such disputes or differences amicably; to this end they shall consult and negotiate with each other, in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to the Parties.
- 19.2 If the parties fail to reach a solution within a period of 14 (fourteen) days in accordance with 19.1 above, then the disputes or differences shall be finally settled by arbitration in accordance with the provisions of the Arbitration Act Chapter 180 of the Laws of Zambia or any statutory modification or re-enactment thereof for the time being in force.

**20. Law**

This Agreement and all matters arising therefrom or connected thereto shall be governed by and construed in all respects in accordance with Zambian law.

**21. General**

- 21.1 These Terms and Conditions do not create and shall not be interpreted as being a partnership agreement and neither of the Parties will be at any time considered as the authorised agent or the legal representative of the other and neither of the Parties can bind or obligate the other without its express written consent.
- 21.2 If any one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 21.3 No failure or delay on the part of either Party in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or of any other right. All rights and remedies under these Terms and Conditions are cumulative to, and not exclusive of, any rights or remedies otherwise available.

# Schedule to the Terms and Conditions

## A. END POINT MANAGER – DESCRIPTION OF PRODUCT AND SERVICES OFFERED

**Services Contact :-** Call Centre

### Objectives

To provide End Point Manager (EPM) to the Customer

- for Remote Management, monitoring and support
- to log and track faults in EPM
- access to ICT professionals

### Services Purchased

Adsum's End Point Manager will manage, monitor and support all your endpoints including

- Servers
- Personal Computers
- Notebooks
- Mobile phones.

End Point Manager have IT Systems that support

- Windows
- Mac
- Linux
- IOS
- Android.

EPM provides the customer with

- Proactive Management
- Patch Management
- Checking of your Anti-Virus
- Daily IT Systems Monitoring
- Weekly and Monthly Reports
- Remote Support
- Access to IT professionals
- Logging and tracking your own IT fault tickets

**Adsum Office Responsible for the Services offered is Lusaka**

### Exclusions and Limitations

- Adsum shall attend to calls on behalf the Customer only
- Support is limited to calls made to the Call Centre or logged on the EPM system ONLY.

## B. SERVICE CHARGES

End Point Manager Subscription Service Charges are as per the Quotation emailed by Adsum to the Customers

End Point Manager is a remote support product, any on-site work is chargeable

On-site Charges

- On-site call out charge K1,300 per hour
- Mileage for sites more than 25km's from Adsum office K100 per km
- Out of town and overnight charges are subject to quotation

All installation of new equipment, systems and software, if required, are subject to quotation and are for the account of the customer.

**Service charges include Value Added Tax (VAT)** unless a VAT exemption document, that is accepted to the Zambia Revenue Authority, is supplied to Adsum.

**Amounts are payable in either ZMW or US Dollars**

### C. CUSTOMER CALL LOGGING

The Customer Contact will be regarded as the primary contact with Adsum.

The Customer Administration Contact will be regarded as the Customer representative with regards to the EPM Terms and Conditions, and is entitled to deal with any issue that might arise, such as quality control, payment, extension, modification or termination.

It is the Customers obligation to notify Adsum within seven working days of the change of any of the Customer Contact Details.

#### Call Logging Procedure

All calls must be logged with the Adsum Call Centre or entered onto the Adsum End Point Manager

Adsum will open a ticket and where applicable provide an estimated response time.

Adsum reserves the right to screen and record all calls in order to assess whether the support request falls within Adsum's core competencies, as per the Terms and Conditions. It is the duty of Adsum, to inform the Customer when the request for support is beyond the Terms and Conditions of service.

Adsum reserves the right to allocate support staff deemed best suited to the nature of the call. Whereas Call Centre personnel may work regularly with a particular customer, this agreement is not staff specific.

For remote site support, completed tickets shall be sent electronically to the Customer.

Adsum will not guarantee response to calls placed directly to support staff cell phone

#### Adsum Contact Details (please copy and keep handy)

Our contact details for correspondence, telephone and email communications are as follows:

Physical Address Lusaka	6 Gandhi Road, Woodlands, Lusaka, Zambia
Postal Address Lusaka	Postnet #343, P/Bag E891, Lusaka, Zambia
Telephone Numbers Lusaka	+260 (211)
Physical Address Copperbelt	Not Available. Coming Soon
Postal Address Copperbelt	To Be Advised
Telephone Numbers	To Be Advised
Sales e-mail address	<a href="mailto:sales@adsum.co.za">sales@adsum.co.za</a>
Call Centre email	<a href="mailto:callcentre@adsum.co.za">callcentre@adsum.co.za</a>
Call Desk Manager	To be Advised
Business Development Ken Hyslop	+260 977 790 290 <a href="mailto:ken@adsum.co.za">ken@adsum.co.za</a>
Chief Executive Officer Chewe Chileshe	+260 964 761 470 <a href="mailto:chewe@adsum.co.za">chewe@adsum.co.za</a>

After hours support can only be guaranteed if the Customer has purchased services with extended hour coverage option (or has in place a pre-arranged standby agreement) in writing, from Adsum.