

# STANDARD TERMS AND CONDITIONS

## MASTER AGREEMENT

Between

**ITEC Connect Ltd (“Company”)**

ITEC House, Hawkfield Way, Whitchurch, Bristol, BS14 0BL. Company No 02219814

AND

**Example Company Limited (“Customer”)**

Full Address. Company No 00000000

**For the provision of the following Services**

Section	Service	Schedule in place	Commencement Date	Term	Charges (ex VAT)	Additional Information
1	IT Managed Service Provider	Yes	23/05/2018	2 Year	One Off: £0 Monthly: £7,774 in advance	
2	Emailscan	Yes	23/05/2018	2 Year	One Off: £650 Monthly: £45 in advance	

Details of the Services are in the following schedules within this master agreement document:  
“SECTION 1 – IT Managed Service Provider”, “SECTION 2 – Emailscan”

	On behalf of Company	On behalf of Customer
Signed		
Name		
Position	Director	Director
Date	23/05/2018	23/05/2018

**PART B – GENERAL TERMS AND CONDITIONS**

**1. Definitions and Interpretation**

1.1 In this Agreement the following definitions shall have the following meanings:

<b>ADDITIONAL CHARGES</b>	The Company current standard time and material charges as notified by the Company to the Customer from time to time;
<b>AGREEMENT</b>	Part A, this Part B and the Schedules identified in Appendix A to D as part of the Services;
<b>BUSINESS HOURS</b>	Monday to Sunday 7am to 7pm UK time excluding bank and public holidays;
<b>CONFIDENTIAL INFORMATION</b>	all information relating to either the Company or the Customer (including but not limited to information in respect of the Services (or any of them)) which might fairly be considered to be of a confidential nature;
<b>EQUIPMENT</b>	the equipment detailed in the relevant Schedule and Appendix A;
<b>IPR</b>	all trademarks, service marks, patents, know-how, copyright (including but not limited to copyright deriving from installation guides, help guide, drawings and all source code formats, templates and routines), design rights, registered designs, database rights together with any applications to register any of the same anywhere in the world;
<b>PART A</b>	the front page attached to this Part B and headed Standard Terms and Conditions;
<b>PART B</b>	these general terms and conditions;
<b>PART C</b>	the section attached to this Part B detailing the Services to be provided;
<b>APPENDIX A</b>	Onsite IT Resource in scope items;
<b>APPENDIX B</b>	Service Level Agreement (SLA) for Services;
<b>APPENDIX C</b>	IT Infrastructure maintenance;
<b>APPENDIX D</b>	Charges for additional items;
<b>PARTIES</b>	the Customer and the Company;
<b>PRICE</b>	the costs set out in Part A and payable in accordance with this Agreement;
<b>SCHEDULES</b>	the schedules attached to this Part B in the relevant Appendix;
<b>SERVICES</b>	the Services required by the Customer to be undertaken by the Company details of which are set out in the relevant Schedule.
<b>COMMENCEMENT DATE</b>	the date on which this Agreement is signed by the Customer and the date on which the Company will start the process of ordering the components of the Service to be delivered;

<b>INCIDENT</b>	an error, fault or defect with the Service can be related to hardware or software;
<b>FAULT</b>	an error, fault or defect with the Service can be related to hardware or software;
<b>IT System</b>	The hardware and software that combine to provide the various IT components used by the Customer.
<b>Onsite IT Resource</b>	An employee of the Company who works from the Customer site providing elements of the Service.
<b>MSP</b>	Managed Service Provider, providing an outsourced IT support & maintenance solution.

- 1.2 In the event of conflict between Part A, Part B and the Schedules then the order of priority will be the Schedule, Part B and Part A.
- 1.3 All references in this Agreement to the singular shall mean the plural and vice versa, all references to person shall include companies, partnerships and other organisations and all references to the masculine shall include the feminine and neuter and vice versa.

**2. The Company Obligations and Rights**

- 2.1 Subject to this Agreement, the Company shall provide the Services, and do so in accordance with the Service Levels as described in Appendix B.
- 2.2 Any stated Installation Date will be agreed by the Company and the Customer.
- 2.3 The Company may, in its sole discretion, subcontract at any time any or all of its obligations under this Agreement to any third party/ies.
- 2.4 The Company
- shall complete its obligations in a timely and professional manner
  - acknowledges that Customer ability to perform its obligations under this Agreement is dependent upon the Company full and timely co-operation with Customer and the accuracy and completeness of any information the Company provides to Customer;
  - shall be liable to Customer indemnified against any cost, claim, damage or expense incurred by Customer as a consequence of any breach by the Company of its obligations hereunder. For the avoidance of doubt, nothing in this Agreement shall mean that Customer is liable for any advice or data produced by the Company using the Companies Services;
  - appoint one or more representatives (as reasonably required by Customer) in connection with the Services and procure that such representative(s) shall provide professional and prompt liaison with the Customer and possess the necessary expertise and authority to commit the company;
  - forthwith notify Customer of any problem, error or complaint in respect of the Managed Services giving full details of such problem, error or complaint;
  - carry out such remedial or corrective action as Customer may request from time to time in respect of the Services.

**3. Customer's Obligations**

- 3.1 The Customer:
- shall complete its obligations in a timely and professional manner;
  - acknowledges that the Company's ability to perform its obligations under this Agreement is dependent upon the Customer's full and timely co-operation with the Company and

the accuracy and completeness of any information the Customer provides to the Company;

- c. shall be liable to the Company indemnified against any cost, claim, damage or expense incurred by the Company as a consequence of any breach by the Customer of its obligations hereunder. For the avoidance of doubt, nothing in this Agreement shall mean that the Company is liable for any advice or data produced by the Customer using the Companies Services;
- d. shall be responsible for ensuring that the Services are suitable for its needs. In particular, but without limit to the generalness of the preceding sentence, the Customer shall (apart from where specified or provided by the Company) be responsible for ensuring that its own systems are of the requisite specification and that it has the required hardware and operating environment to use any software received pursuant to the Services;
- e. in reasonable notice, shall provide free, unrestricted and uninterrupted access to such information, documentation, facilities, working space and personnel deemed necessary by the Company to enable the Company to perform its obligations;
- f. appoint one or more representatives (as reasonably required by the Company) in connection with the Services and procure that such representative(s) shall provide professional and prompt liaison with the Company and possess the necessary expertise and authority to commit the Customer;
- g. forthwith notify the Company of any problem, error or complaint in respect of the Managed Services giving full details of such problem, error or complaint;
- h. shall carry out such remedial or corrective action as the Company may request from time to time in respect of the Services. Any costs for these actions shall be paid for by the Company unless the Customer has acted negligently or breached this agreement;
- i. The Company will be responsible for issues arising where the Customer has acted in reliance on the recommendations of the Company.

#### **4. Price and Payment**

- 4.1 The Price does not include value added tax which shall be payable by the Customer in addition and in the manner and at the rate from time to time prescribed by law.
- 4.2 Payment of the Price together with value added tax on it shall be paid by no later than the appropriate payment date as set out in Part A or within 30 days after the receipt by the Customer of appropriate invoices whichever is the earlier. For the avoidance of doubt, the Company shall not be obliged to carry out any of the Services if the Price (or any part of it) remains unpaid after its due date for payment.
- 4.3 The Company reserves the right to charge the Customer interest in respect of the late payment of any sum due under this Agreement (as well after as before judgment) at the rate of 3 per cent. per annum above Barclays Bank base rate from time to time until payment (before and after judgement).
- 4.5 The Company will invoice the Customer monthly price in advance; the Customer will resolve any cross charging to other parts of its organisation.

#### **5. Title and the Services**

- 5.1 The Customer acknowledges that any and all IPR subsisting in or used or in connection with the Services including all

documentation and manuals relating to it are and remain the sole property of the Company.

- a. It is acknowledged that the Agreement is not intended to result in the transfer of any of the Customer's rights to the Company
  - b. Notwithstanding Clause 6.4 it is agreed that where the Company provides documentation or software code (perhaps as a bug fix) to the Customer, the Customer is provided with a free, perpetual and non-terminable right to use such documentation and code.
- 5.2 Unless expressly agreed in writing by the Company, the Services do NOT cover:
- a. daily user/operator computer maintenance recommended in the manufacturer's operators manual for the Equipment;
  - b. additional work carried out by the Company other than in supplying the Services;
  - c. network cabling infrastructure;
  - d. modifications necessary to comply with legislation;
  - e. remedying any failure or problem with the Equipment which arises as a consequence of any neglect, misuse or failure to follow any instructions (including without limit any restrictions relating to the environmental conditions required for the Equipment) relating to the Equipment, on the part of the Customer
  - f. any failure by the Company to carry out its obligations as a consequence of any act or omission of the Customer;
  - g. any problems caused by any external network;
  - h. home visits, all work will be carried out on Customer premises unless separately agreed.
  - i. title for the servers, storage and network equipment provided as part of this managed service will be retained by the Company
- 5.3 Furthermore, the Services do not cover any matter or problem which arose as a consequence of:
- a. the malfunctioning or failure of any hardware or software not provided by the Company or the negligence of the Customer or any third party in the use, storage and maintenance of the Equipment;
  - b. verification, rectification and/or reconstitution of incorrect, corrupted or lost data;
  - c. rectification of any user/operator errors and or misuse of the Equipment by the Customer, its employees, agents or sub-contractors;
  - d. the provision of any disaster recovery services in respect of the Equipment and any data stored on the same;
  - e. the improper use operation or neglect of either the Equipment by the Customer, its employees, agents and/or sub-contractors;
  - f. the failure by the Customer to implement reasonable recommendations in respect of or solutions to faults previously advised by the Company;
  - g. the use of the Equipment for a purpose for which it was not designed;
  - h. support in respect of the correction of any Incident whereby the Company can reasonably show that it has already rectified such Incident and reported back to Customer as to how to avoid such Incident in the future;
  - j. the actions of a third party resulting in a change to the Equipment or causing an Incident with the Equipment, support to the Equipment covered by this agreement will be exclusively provided by the Company.
- 5.4 Notwithstanding clause 5.2 and 5.3, the Company shall be entitled to carry out the Services in respect of any matter arising pursuant

to clause 5.2 and 5.3 if it agrees. The Company shall be entitled to levy Additional Charges for such work.

## 6. Term, Termination and Suspension

- 6.1 This agreement shall remain in place for a minimum of 2 year from the Installation Date of each Service and each Service will automatically be renewed on a yearly basis (the Renewal Date) unless cancelled by either party in writing giving no less than 90 days notice prior to the Renewal Date.
- 6.2 Either party may terminate this Agreement (in respect of all or any of the Services) immediately and without notice:
  - a. if the other breaches any of its obligations under this Agreement and (if capable of remedy) fails to remedy within 30 days of receipt of notice in writing from the other requiring it to do so;
  - b. if the other becomes insolvent or unable to pay its debts, bankrupt or placed in the hands of a receiver or administrator or wound up;
- 6.3 In the event of termination of this Agreement the Customer will pay the Company all sums outstanding up to the date of termination unless the termination is made by the Customer in accordance with the conditions of Clause 6.2.
- 6.4 Subject to Clause 5, on termination the obligations on the Company hereunder will cease. The Customer shall forthwith ensure that it ceases to use all software or documentation provided by the Company pursuant to the Services.

## 7. Confidential Information.

- 7.1 Each Party will not use the other Party's Confidential Information other than for the purposes provided in this Agreement and will keep in confidence the other Party's Confidential Information made available to it; provided, however, that such restriction on disclosure shall not apply to any information that:
  - a. is in the public domain through no fault of the Party receiving the disclosure;
  - b. was known to the receiving Party prior to disclosure by the disclosing Party;
  - c. is or was disclosed to the receiving Party by a third party that was not under similar confidentiality provisions; or
  - d. is required to be disclosed by applicable law order of any governmental authority of competent jurisdiction.
- 7.2 Each Party shall be responsible for its own employees with respect to ensuring that no Confidential Information will be disclosed.
- 7.3 In consideration of either party providing the other with confidential, commercial information (the "Information") about an in relation to business opportunities we hereby undertake that we and any party to whom we disclose the Information, shall:
  - a. keep strictly confidential; the fact and content of communication between us; all Information about the business opportunities disclosed to, or discovered; and any documents prepared by us, our employees or advisers which are generated from the Information specified in paragraph (ii) above, and acknowledge that the Information is secret, proprietary and of a confidential nature;
  - b. not use the Information for our own purposes or to obtain a commercial, trading, financial or other advantage but shall only use the Information for the sole purposes of evaluating the opportunity

- c. not disclose any Information to any party except those who need to know (and then only to the extent so necessary)), and who agree before disclosure to be bound by the terms of this Agreement as if they were parties hereto.
- 7.4 We further acknowledge and confirm (for yourselves and any person to whom the Information has been disclosed to who works for the Customer):
  - a. that neither party nor any of its respective advisers, agents, officers or employees accept responsibilities for or make any representation or warranty as to the accuracy of the Information;
  - b. that the provisions of this Agreement shall continue indefinitely;
  - c. that we remain wholly uninhibited by anything herein from entering into discussions of any kind with and / or entering into any transaction or agreement with any other person.
- 7.5 In the event of a breach or threatened breach by either party of any of the provision of this Agreement, we shall be entitled to injunctive relief restraining the other party from breach. This does not prohibit us from pursuing any other remedy available to us.
- 7.6 Both parties indicate their acceptance of the terms of the above by both signing in duplicate and retaining one copy of this letter for their own records.

## 8. Representations, Warranties and Limitations.

- 8.1 This clause 8 and clause 9 sets out the Companies entire liability to the Customer and all other liability is hereby excluded.
- 8.2 The Company agrees that: (i) it will perform the Services with reasonable care and skill, in accordance with generally recognised commercial practices and standards, and in accordance with its obligations under this Agreement; (ii) the Services and Equipment will conform with all descriptions and specifications provided to the Customer by the Company; and (iii) the Customer's rights under this Agreement are in addition to the statutory terms implied in favor of the Customer by the Supply of Goods and Services Act 1982 and any other statute.
- 8.3 The Company shall not have any liability to the Customer in respect of any of indirect or consequential loss including without limit loss of profits, loss of anticipated savings, loss of business, loss of goodwill, any indirect, or consequential loss or damage or otherwise. The foregoing shall not limit the Company's responsibility or liability for loss of use, downtime, or loss of or corruption to data or other information or under Clause 8.6.
- 8.4 The Company shall have no liability for breach of any given warranty or breach of this Agreement to the extent that such breach arises directly out of or in connection with the following:
  - a. any use alteration and/or calibration of any Software by the Customer and/or any third party that is in breach of this Agreement;
  - b. any failure by the Customer and/or any third party to comply with any applicable documentation, license provisions, written instructions or manuals in breach of this Agreement;
  - c. damage to Equipment in transit caused by the Customer.
- 8.5 Nothing in this Agreement shall operate to exclude either Parties liability for death or personal injury or fraudulent misrepresentation or the Customer's statutory rights (if purchasing as a consumer).
- 8.6 The Company shall indemnify the Customer against all claims and liabilities, costs, damages and expenses (including reasonable legal fees) awarded against, or incurred or paid by, the Customer as a result of or in connection with any alleged or actual

infringement of any third party's IPR arising out of the use or supply of the Equipment or the Services.

## 9. Remedies and Exchange

- 9.1 The Customer acknowledges that the following provision reflects a fair allocation of risk. If the Company defaults under this Agreement the Customer shall be entitled to: (i) refuse to accept the provision of any further Services by the Company, (ii) obtain the repair, replacement or correction of the defective Services to the extent warranted under this Agreement at no additional cost, or if such remedy is not economically or technically feasible or effective, then the Customer may obtain an equitable partial or full credit or refund of amounts paid with respect to the defective Services, save that in no event shall the Company be liable to issue such credit for any amount in excess of the amount paid by the Customer in respect of the Services giving rise to the claim and (iii) claim such damages as it may have sustained in connection with the Company's breach of this Agreement.
- 9.2 The Customer is responsible for checking all goods sent or delivered by the Company within a reasonable time to ensure that it is not defective or damaged. If the Customer notifies the Company of any defect or damage within 30 working days of receipt of the relevant goods then the Company shall either (at the Customer's discretion) replace such goods or refund the applicable Price.
- 9.3 Without prejudice to clauses 8.6 or 9.2, save for death or personal injury caused by the negligence of a Party, the maximum aggregate liability of each Party arising out of or in connection with this Agreement (be it in contract, tort, or breach of statutory duty) shall be limited to the Price of the Service.

## 10. Dispute Resolution

- 10.1 If any dispute or disagreement arises out of this Agreement ("**Matter in Dispute**"), the parties shall attempt in good faith to settle the matter in dispute or disagreement in accordance with this clause 10. Any settlement or agreement reached by the parties regarding a Matter in Dispute shall not be binding upon either party unless it is in writing and signed by a person duly authorised on behalf of that party ("**Responsible Officers**").
- 10.2 All Matters in Dispute shall be referred by either party to the Responsible Officers for resolution. The parties shall procure that their Responsible Officers meet with a view to resolving the Matter in Dispute as soon as practicable (and in any event within five (5) Business Days) after one or both of the parties identifies that a Matter in Dispute exists.
- 10.3 If any Matter in Dispute cannot be resolved by the Responsible Officers within seven (7) Business Days after the date of referral under Clause 10.2 that Matter in Dispute shall be referred by each party to the parties' Managing Directors for resolution.
- 10.4 If the Matter in Dispute cannot be resolved by the parties' Managing Directors within seven (7) Business Days after the date of referral under Clause 10.3, the parties will attempt to settle the Matter in Dispute by mediation in accordance with the CEDR Model Mediation Procedure. The CEDR Model Mediation

Procedure is incorporated into and forms part of this Agreement, except that:

- (i) the parties agree that CEDR may nominate an independent third party as mediator; and
- (ii) to initiate a mediation, a party must give notice in writing to the other party requesting a mediation in accordance with this clause 10.

- 10.5 Nothing in this clause 10 shall prevent either party from commencing or continuing court proceedings (including without limitation an application by either party for damages and/or injunctive relief).

## 11. Waiver

The waiver by either Party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit or waive either Party's rights thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

## 12. Notices

- 12.1 Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered:
- (a) forty eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid; or
  - (b) forthwith upon receiving confirmation from the receiving Party either by facsimile, e-mail or by post.

## 13. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors and assignees of the Parties. The Company may assign an element of its rights or obligations hereunder at any time. The Company would retain overall responsibility of the contract and would only subcontract an element of the service. The Company would make the customer aware in advance of any changes.

## 14. Governing Law and Jurisdiction

This Agreement is governed by the laws of England and Wales and the Parties submit to the non-exclusive jurisdiction of the English Court.

## 15. Severability

If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each Party as close as possible to that under the provision rendered unenforceable.

## 16. Entire Agreement

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and all prior agreements with respect thereto are superseded. No amendment or modification hereof shall be binding unless in writing and duly executed by both Parties.

## 17. Third Party Rights

Except as otherwise expressly stated herein, nothing in this Agreement confers any rights on any person (other than the

parties hereto) pursuant to the Contracts (Rights of Third Parties) Act 1999.

will this remove the Company' responsibilities hereunder to the Customer.

**18. Sub-Contracting**

The Company shall be entitled to subcontract any of its obligations hereunder to a third party provided that in no event

**19. Intellectual property rights**

The company at all times warrant that any equipment or services supplied do not breach the Intellectual property rights of any third party.

**PART C - SERVICES:**
**1. Definitions**

- 1.1. In this Part C, the following words shall have the following meanings;

<b>HELP LINE</b>	the telephone help line number to be used by the Customer when reporting an Incident as per paragraph 4.6 of this section;
<b>INCIDENT</b>	an error, fault or defect with the Service can be related to hardware, software;
<b>REQUEST</b>	a change too, addition of, movement of or removal of part of the Service;
<b>TECHNICIAN</b>	employee of the Company who undertakes any works as per this Part C;
<b>SUPPORT SERVICES</b>	the investigation and where reasonably possible, resolution of Incidents relating to the Equipment as more specifically described in the Support Services Schedule contained in Appendix B;
<b>PLANNED MAINTENANCE</b>	the provision of pre-agreed proactive support to assist in the maintenance of the Services;
<b>SPAM (ELECTRONIC)</b>	unsolicited or undesired bulk malicious or destructive software or electronic messages;
<b>VIRUS</b>	malicious or destructive software and any computer program which can be transmitted between computers via networks, especially the internet, or through removable storage such as CD's USB drives, floppy disks etc,;
<b>RESPONSE TIMES</b>	the time taken from when the Customer reports the Incident to the time that a member of the Company service delivery team either start working or give a schedule time for doing as further described in the Support Services Schedule below;
<b>RESOLUTION TIMES</b>	the time it takes from the commencement of the relevant Response Time to the time it takes to resolve the related Incident as further described in Appendix B;
<b>PRIORITY LEVEL</b>	the priority of the Incident requested by the Customer;
<b>IMPACT</b>	the impact to the Customers business of the Incident requested;
<b>WARRANTIES</b>	any manufacture or seller warranty provided or relating to the Equipment.

- 1.2. Unless the context states otherwise, words in this Schedule shall have the meaning set out in Part A and Part B;
- 1.3. In the event of conflict between this Part C and Part A or Part B, then this Part C shall prevail but only to the extent of the conflict.

**2 Services**

- 2.1 The Company shall carry out the Services in a professional and timely fashion and (subject to this Support Schedule) in accordance with good industry practice.
- 2.2 Upon receipt of a call from the Customer reporting an Incident, The Company will allocate the Incident the Priority Level as communicated by the Customer. The Company will use its reasonable endeavours to resolve the Incident in accordance with the allocated Priority Level.

**3 Customer Obligations and Acceptance**

- 3.1 The Customer shall ensure that all Warranties are maintained and in force and that it does not do anything which will or is likely to jeopardise the existence of such Warranty;
- 3.2 In the event that the Equipment is not subject to a Warranty then the Company shall use its reasonable endeavours to resolve any Incident within the specified Resolution Time. The Company shall be entitled to charge Additional Charges for such work.
- 3.3 The Customer shall inform the Company in writing if the purpose, application or use of the Equipment changes in anyway which is likely to impact on the Services.
- 3.4 The Customer acknowledges and agrees that the Company shall be entitled at its absolute discretion to terminate this Agreement if, (every effort will be made to negotiate any issues rather than terminate):
- the Customer fails to have essential repairs carried out which in the Company' opinion may affect the operational safety of the Equipment or the Company' employees conducting any works;
  - the Customer uses the Equipment in a way or for a purpose not declared at the signing of this Agreement;
- 3.5 The Customer acknowledges that the Company' Network's ability to perform its obligations under this Agreement is dependent upon the Customer's full and timely co-operation with the Company, as well as the accuracy and completeness of any information and data the Customer provides to the Company. The Customer shall without limitation:
- on the date(s) specified overleaf and any other date(s) as may be reasonably requested by the Company from time to time, provide free, unrestricted and uninterrupted access to the Customer Site, and use of all information, data, documentation, facilities, working space and personnel deemed reasonably necessary by the Company to enable the Company to perform its obligations under this Agreement;
  - appoint one or more representatives (as reasonably required by the Company) in connection with the Services and procure that such representative(s) shall provide professional and prompt liaison with the Company, possess the necessary expertise and authority to commit the Customer, be available at all times when the Company personnel are at the Installation Site and meet with the Company representative at regular intervals to be agreed to review progress and resolve any difficulties relating to the Services;
  - on or before the date(s) specified overleaf (and/or such other date(s) as may be agreed in writing between the parties from time to time), provide the Company with written identification of any overhead, surface or underground wire, cable, pipe, conduit, channel, obstruction and/or impediment which may restrict, prevent and/or affect the performance of any of

the Company' obligations under this Agreement, and the Customer shall if requested by the Company (at Customer's sole cost and expense) promptly mark, remove and/or divert the same;

- d. forthwith upon being requested by the Company to do so at any time, furnish the Company with copies of any or all technical drawings, data and/or other documentation, including without limitation that concerning boundaries, Services and/or access ways, pertaining to the Installation Site;
- 3.6 The Customer will prepare the Installation Site in accordance with the preparation requirements submitted by the Company from time to time.
- 3.7 For the avoidance of doubt, Customer shall be solely responsible at its own cost and expense for obtaining all consents, permits, authorities and/or approvals that may be necessary or desirable to enable the Company and/or subcontractors to fulfil the Company obligations hereunder.
- 3.8 Customer shall be liable for any delays to the Services caused by Customer and/or resulting directly or indirectly from Customer's failure to fulfil any of its obligations hereunder. The Company shall be entitled to charge the Customer, and the Customer shall pay, for any and all costs, expenses and/or losses of any kind whatsoever suffered or incurred by the Company arising out of or in connection with any such delay(s), and the Company may adjust any agreed time schedule to take account of any such delay(s).

#### 4 Help Line

- 4.1 The Company provides a Helpline to report Incidents and Requests from the Customer.
- 4.2 If an Incident or Request occurs in Business Hrs the Customer should log a ticket via the self service portal to obtain support.
- 4.3 If unable to log a ticket via the self service portal the Customer should email the request through to [support@itecgroup.co.uk](mailto:support@itecgroup.co.uk).
- 4.4 The Customer may nominate a separate email address to replace the email address in 4.3. The Customer must inform the Company of the replacement email address in writing and provide at least 10 working days notice if this email address is required to be changed.
- 4.5 If the Customer requires support via the telephone the user must call through to the Help Line.
- 4.6 The Help Line is manned during core business hours; on receipt of a call any incident will be allocated a unique reference that the Company will use to track the life of the issue.
- 4.7 The Help Line number is **01752 692205**.
- 4.8 If an Incident occurs outside of Business Hours the Out of Hours number must be called. Outside of Business Hours the Company only responds to Incidents report by telephone;
- 4.9 Out of Hours calls should be used for business critical Incidents only;
- 4.10 The Out of Hours number is **0117 951 1500**.
- 4.11 The Customer may request a dedicated Help Line telephone number be created for exclusive use of the Customer when using the Help Line. The Company will setup a dedicated number with the geographic area code specified by the Customer. This number will replace the Help Line number and/or Out of Hours number.

#### 5 Payment

- 5.1 Payment is required in advance for all Services and will usually be invoiced in the first week of a period.
- 5.2 Payment is required in advance for all Equipment over £1,000 in value on a single order.
- 5.3 Payment is required in arrears for any Equipment less than £1,000.
- 5.4 Any Support Services work that is undertaken by the Company that is instigated by a different service shall be invoiced as a standalone job at a predetermined fee with the Customer.

#### 6 SUPPLEMENTARY PRICING

- 6.1 Contract is fixed price with no supplementary pricing.

## SCHEDULES

## SECTION 1 – IT Managed Service Provider

## 1. Detailed Description of the IT Managed Service Provider Service

1.1 This Service is for the Company to provide the Customer with a IT Managed Service Provider Service. This MSP Service will comprise a number of components outlined in Section 1 of this agreement.

2. “Table 1 – IT Support” outlines the IT Support supplied as part of the IT Managed Service Provider Service.

Table 1 – IT Support				
Term	Commencement Date	Description	Monthly Charges (ex VAT)	One off charge Charges (ex VAT)
2 years	23/05/2018	<b>IT Support to include:</b> <ul style="list-style-type: none"> <li>IT Help Line to provide reactive IT support for the Customers IT staff.</li> <li>Reactive support for the Customers IT systems.</li> <li>IT monitoring for the Customers IT Systems.</li> <li>Management of the Customers data backup systems.</li> <li>Management of the Customers Office 365 environment.</li> <li>Management of the Customers security software.</li> </ul>	£0	£0

2.1 The IT Support element of this Service is limited to 352 active IT accounts within the Customers IT systems. When the Customer requires IT support for more than the initial 352 active IT accounts the additional accounts will be charged as per Appendix D Table 8.

2.2 The IT Support element of this Service is limited to 340 active computer accounts within the Customers IT systems. When the Customer requires IT support for more than the initial 340 active computer accounts the additional computer accounts will be charged as per Appendix D Table 8.

2.3 The following is a description of the IT Help Line element of the Service;

2.3.1 The IT Help Line will provide the ability for the Customer staff to raise reactive IT support Requests and/or report an Incident or Fault.

2.3.2 The IT Help Line will act as a single IT Help Desk function allowing any IT Request or Incident to be raised with the Company.

2.3.3 Where possible the Onsite IT Resource provided as part of this Service will be assigned to resolve issues raised onto the IT Help Line. If this resource is unavailable the Company will provide a separate resource to resolve the issue.

2.3.4 The IT Help Line will provide remote IT support to the Customers staff for the hardware and software installed on the Customers devices. Included software in scope for support includes:

2.3.4.1 Microsoft operating systems

2.3.4.2 Android operating systems

2.3.4.3 iOS operating systems

2.3.4.4 Microsoft office applications

2.3.4.5 Microsoft Office365 applications

2.3.5 All other applications will be worked upon on a best endeavours basis but may require third party assistance to resolve.

2.3.6 Requests being raised with the IT Help Desk relating to items out of scope for this Service will be directed to the Customers relevant third party or internal support resource.

2.3.7 Remote support will be provided using secure remote access software provided by the Customer as part of this Service.

2.4 The following is a description of the Reactive support for the Customers IT Systems element of the Service:

- 2.4.1 The Customer will provide reactive support for the IT Systems included in Appendix D Table 8.
- 2.4.2 The reactive support will ensure the devices included in Appendix D Table 8 operate as required by the Customer.
- 2.5 The following is a description of the IT monitoring element of the Service;
- 2.5.1 24x7 Monitoring of items included in Appendix C Table 7 using a monitoring system provided by the Company as part of this Service. Historic data will be logged for analysis over time. The Company will monitor the servers and core network equipment via its management suite and verify that all critical servers and infrastructure are online and operational. Response to alerts will only be in the Business Hours.
- 2.5.2 The Company will monitor performance of servers and report back to the Customer any upgrades or remedial action that needs to be undertaken;
- 2.5.3 The Company will monitor disk space of all servers such as file servers and exchange mail servers and report back to the Customer any issues and provide remedial action.
- 2.5.4 Trends of data growth & performance statistics will be provided to the Customer by the Company during account review meetings or as requested by the Customer.
- 2.6 The following is a description of the service in relation to data backup systems:
- 2.6.1 The Company will monitor the Customer data backup systems and verify that the backup scheme runs as prescribed, the backup scheme will be discussed between the Customer and the Company and agreed to fit the business circumstances to fit in with any regulatory requirements where applicable.
- 2.6.2 The Company will perform daily checks of the Customer data backup systems and provide an electronic report of the status of the backup system and individual backup jobs to the Customer.
- 2.6.3 The backup schedule will be modified by the Company as required during the course of the contract.
- 2.6.4 Patches to the backup software shall be included in Service and performed by the Company.
- 2.6.5 The Customer data backup systems must be fit for purpose and the Company will provide recommendations to the Customer on how these systems need to be upgraded and modified over time to ensure smooth operation of these systems. If the data backup systems are shown to become not fit for purpose then the Customer must provide appropriate budget to allow the Company to upgrade these systems.
- 2.6.6 The Company will recover data from the data backup systems when requested by the Customer. The data can only be recovered if within the agreed data retention period the backup system ran successfully on the day the data is requested to be recovered from.
- 2.7 The following is a description of the service in relation to management of the Customers Office 365 environment:
- 2.7.1 The Company will manage the settings within Office 365 to ensure reliable operation of the Office 365 environment.
- 2.7.2 The Company will manage the settings to integrate the Office 365 environment with the Customers on premise or cloud hosted Active Directory system.
- 2.8 The following is a description of the service in relation to Management of the Customers security software and security systems:
- 2.8.1 The Company will manage the settings within the security software installed on the devices included in Appendix C Table 7.
- 2.9 The Customer must have valid licences for all software that the Company is requested to support as part of this Service.
- 2.10 The Customer must have valid hardware warranty for all hardware that the Company is requested to support as part of this Service.

3. **“Table 2 – IT Infrastructure Maintenance”** outlines the Maintenance of Companies IT Infrastructure.

Table 2 – IT Infrastructure Maintenance				
Term	Commencement Date	Description	Monthly Charges (ex VAT)	One off charge Charges (ex VAT)
2 years	23/05/2018	<b>IT Infrastructure Maintenance for:</b> <ul style="list-style-type: none"> <li>IT Infrastructure detailed in Appendix C Table 7.</li> </ul>	£0	£0

- 3.1 The Company will apply monthly software patches to the following items:
- 3.2 Microsoft operating system installed on the servers and end user devices included in Appendix C Table 7.
- 3.3 Microsoft applications installed on the servers and end user devices included in Appendix C Table 7.

- 3.4 Microsoft SQL Server installed on the servers included in Appendix C Table 7.
- 3.5 Firewalls and network hardware included in Appendix C Table 7.
- 3.6 The software patches must be released by the vendor of the software before the Company can apply them.
- 3.7 The patches will be limited to security and feature patches and exclude major version operating system or application upgrades.
- 3.8 The Company will apply the patches during a Planned Maintenance window on a monthly basis. The Customer must provide the Company with a maintenance window appropriate to the quantity of maintenance work to be carried out. Failure by the Customer to agree a maintenance window will stop the Company completing this Service.
- 3.9 The method of patching and post patch testing will be agreed between the Company and the Customer on a per server or system basis.
- 3.10 The Company will perform other reactive and proactive maintenance tasks as required in addition to the software patches on the items included in Appendix C Table 7.

4. **“Table 3 – Onsite IT Resource”** outlines the full time onsite IT resource provided by the Customer within this Service.

Table 3 – Onsite IT Resource				
Term	Commencement Date	Description	Monthly Charges (ex VAT)	One off charge Charges (ex VAT)
2 years	23/05/2018	<b>Onsite IT Resource:</b> <ul style="list-style-type: none"> <li>A full time IT resource located at the Customer Nuneaton site. Travelling to the Houghton Regis and other Customer sites if required.</li> <li>A full breakdown of what the onsite IT resource will complete is included within Appendix A.</li> <li>Out of scope items are also included within Appendix A.</li> </ul>	The monthly charged for the Onsite IT Resource is included within Table 1 of Section 1.	£0

- 4.1 The Onsite IT Resource will be a full time employee of the Company provided to work for the Customer as an IT Support technician.
- 4.2 The Onsite IT Resource will work from 8am until 4:00pm Monday to Friday excluding bank holidays. The Onsite IT Resource shall have a 30 minute lunch break each working day.
- 4.3 The Onsite IT Resource primary place of work will be the Customers Nuneaton site.
- 4.4 The Customer shall provide the Onsite IT Resource with a dedicated desk to work from at the Nuneaton site.
- 4.5 The Company shall provide the Onsite IT Resource with all necessary equipment to complete the role, including a computer and mobile phone. These items will be paid for by the Company.
- 4.6 The Onsite IT Resource shall meet all dress code and other reasonable codes of conduct as outlined by the Customer.
- 4.7 The Onsite IT Resource shall complete any induction(s) and training outlined by the Customer.
- 4.8 The Onsite IT Resource will complete any periodic updates to the Customer provided training or inductions as required by the Customer.
- 4.9 The Onsite IT Resource shall be approved by the Customer before they work on the Customers systems.
- 4.10 The Customer shall not be permitted to offer, or enter into employing the Onsite IT Resource directly whilst this contract remains in affect or for 6 months after the contract has expired.
- 4.11 When the Onsite IT Resource is required to stay overnight whilst completing work at a Customer site that is not local to Nuneaton, the Customer will pay the Company for the accommodation and sustenance for the Onsite IT Resource.
- 4.12 The Company shall provide the Onsite IT Resource with relevant training from time to time, this will require the Onsite IT Resource to attend courses held at locations other than the Customers sites to complete this training.
- 4.13 When the Onsite IT Resource has planned holiday the Company shall provide replacement cover onsite at the Customer Nuneaton site if requested by the Customer.

## SECTION 2 – Emailscan

## 1. Detailed Description of the Emailscan Service

1.1 This Service is for the Company to provide the Customer with the Emailscan email filtering product.

2. “Table 4 – Emailscan” outlines the Emailscan Service.

Table 4 – Emailscan				
Term	Commencement Date	Description	Monthly Charges (ex VAT)	One off charge Charges (ex VAT)
2 years	23/05/2018	Emailscan email filtering product (up to 600 unique Company email addresses)	£0	£0

3. The Emailscan email filtering product provides an inbound email filtering capability for the Customers email system.
4. The Emailscan system will scan the incoming email destined for the Customers email domain(s). The scanning process will look for threats and where determined appropriate block them from being delivered to the original recipient. The threats include:
  - i. Attachments with Virus
  - ii. Email with Spam content
  - iii. Email generated from known sources of Spam and/or Virus
  - iv. Email with header information that does not meet industry best practices
  - v. Email originating from a source other than those outlined in the SPF settings of the originating domains SPF records
5. For Emailscan to perform the scanning of incoming email the Customer must allow the MX records of their email domain(s) to be directed at the settings provided by the Company. If the MX records are not configured correctly the Emailscan Service will not work.
6. The Company will configure Emailscan to deliver the Customers incoming email to a chosen destination. The default location will be the Customers Exchange environment. The destination can be changed over time if required.
7. The Emailscan can also be configured for scanning out outbound email if required by the Customer.
8. The Company will provide instructions to the Customer that will allow the Customer employees to manage their own Emailscan settings. These settings include:
  - a. Whitelisting of email addresses
  - b. Blacklisting of email addresses
  - c. Spam detection setting(s)
  - d. Quarantined emails
9. The Company will provide the Customer with one or more administrator logins and instructions on how to manage the Emailscan settings for all of the Customer email domain(s) configured to be used with the Emailscan service.
10. Emailscan will generate reports to the Customers employees that will inform them if any emails have been placed into a Quarantined state. If the Quarantined email and required to be viewed they will need to be manually released for delivery by the employee or administrator.
11. The Company does not guarantee the Emailscan service will block all incoming Email containing Virus and/or Spam content.
12. The Emailscan Service can be used for up to 600 unique Company email addresses within the price outlined in Table 4.
13. If additional email addresses are required above the included 600, an additional fee of £100+vat per month will be charged per additional 600 unique email addresses.

**APPENDIX A – Onsite IT Resource**

The scope of the activities for the onsite IT Resource is included below:

**1. In scope items**

The Onsite IT Resource will complete the following activities:

- Working as part of the IT Help Line facility
- Working on IT support Requests and Incidents at the Nuneaton site and other Customer sites
- Performing patching and/or re-patching of network ports and patch panels
- Attending other Customer locations as required
- Working with the Customer IT manager on day to day issues and providing advice as required
- Proactively managing the Customer IT systems
- Reconfiguring the Customer IT systems
- Supporting priority Requests and Incidents for the Nuneaton site
- Working with the ITEC Account manager to perform regular service reviews

**2. Out of scope items**

The following activities are out of scope for the onsite IT Resource:

- Cabling work outside of use of normal patch cables
- Movement of more than 10 computers in one activity
- Major upgrades to server and network hardware or software

**APPENDIX B – Service Level Agreement (SLA)**

The following table (Table 6) outlines the agreed SLA included by the Company in delivering this service.

The IT Managed Service Provider Service will meet the SLA defined in Table 6.

Table 6 – Service Level Agreement (SLA) for Incidents and Faults				
DURING BUSINESS HOURS				
Priority Level	Response Time	Response Time SLA	Resolution Time	Resolution Time SLA
Low	4 hours	85%	16 hours	85%
Medium	1 hour	85%	8 hours	85%
High	1 hour	85%	4 hours	85%
Immediate	30 minutes	85%	30 minutes	85%
OUTSIDE OF BUSINESS HOURS				
Priority Level	Response Time	Response Time SLA	Resolution Time	Resolution Time SLA
High	1 hour	85%	6 hours	85%
Immediate	1 hour	85%	2 hours	85%

**APPENDIX C – IT Infrastructure maintenance**

Table 7 outlines the IT Infrastructure elements included within the IT Maintenance performed by the Company on the Customers systems.

Table 7 – IT Infrastructure Maintenance
SERVERS
<p>The following servers are included within the IT Maintenance Service:</p> <ul style="list-style-type: none"><li>Up to 15 Microsoft Windows and/or Linux servers within the Customer IT systems located at any sites or locations.</li><li>Servers include their operating systems and the Microsoft applications installed upon them.</li></ul> <p>The following servers are excluded by the IT Maintenance Service:</p> <ul style="list-style-type: none"><li>The Alpha server and associated hardware located at Nuneaton.</li></ul> <p>Note: Devices and systems that do not have relevant software and/or hardware support from the original vendor of the particular device shall be maintained with a best endeavours basis by the Company.</p>
NETWORK
<p>The following network items are included within the IT Maintenance Service:</p> <ul style="list-style-type: none"><li>All network switches, wireless access points and firewalls within the Customer IT systems across all sites and locations.</li></ul> <p>Note: Devices and systems that do not have relevant software and/or hardware support from the original vendor of the particular device shall be maintained with a best endeavours basis by the Company.</p>
DATA STORAGE
<p>The following data storage systems are included within the IT Maintenance Service:</p> <ul style="list-style-type: none"><li>All data storage systems within the Company IT systems across all sites and locations.</li></ul> <p>Note: Devices and systems that do not have relevant software and/or hardware support from the original vendor of the particular device shall be maintained with a best endeavours basis by the Company.</p>
END USER DEVICES
<p>The following end user devices are included within the IT Maintenance Service:</p> <ul style="list-style-type: none"><li>All end user devices within the Company IT systems across all sites and locations.</li></ul> <p>Note: Devices and systems that do not have relevant software and/or hardware support from the original vendor of the particular device shall be maintained with a best endeavours basis by the Company.</p>

**APPENDIX D – Additional servers and users**

Table 8 outlines the charges for additional items outside of those included within the initial agreement quantities.

Table 8 – Charges for additional users, end user computers and servers.		
Description	Unit	Unit Cost Per Month (excluding VAT)
Additional user	1	£0
Additional end user computer (desktop or laptop)	1	£0
Additional server	1	£0