



## Terms and Conditions

These terms and conditions and the proposal ("Terms") set out the terms upon which the services will be provided by Colva Tech Ltd T/as Tateside Networks, a company registered in England and Wales with company number 11490045 whose registered office is at 8 Viceroy House Mountbatten Business Centr, Millbrook Road East, Southampton. SO15 1HY to any individual, institution, organisation or corporate entity (a "Customer").

**Signature of the proposal by the Customer or the issuing of a Purchase Order by the Customer shall each constitute valid acceptance of these Terms (including the proposal).**

### 1 Interpretation

Definitions:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Change Request:** a request made under clause 5.

**Commencement Date:** these Terms shall become binding and effective from the date of the final signature under the proposal and payment of the Deposit (as defined under clause 3.2 below). Where the proposal is not signed, from the date of payment of the Deposit.

**Company Hardware:** the hardware supplied by the Company.

**Confidential Information:** information of commercial value, in whatever form or medium, disclosed by the party to the other party, including each element of the proposal, commercial or technical know-how, technology, information pertaining to business operations and strategies, and, for clarity, including (in the case of the Company's information), information pertaining to customers, pricing and marketing information relating to the Company's Material.

**Customer Equipment:** all the computers, software, licences and other equipment to be supplied by the Customer.

**Documentation:** the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable and/or machine-readable forms supplied by the Company.

**Hardware Installation Tests:** the test carried out by the Company in accordance with clause 8.

**Manufacturers' Warranties:** the warranties given by any third-party manufacturer in relation to any item of the Company Hardware.

**Site(s):** the location(s) at which the hardware is to be installed as specified in the proposal

**Work:** all the works, duties and obligations to be carried out by the Company in accordance with these Terms.

### 2 Scope and Supply of Hardware



2.1 The Company shall supply and install the Company Hardware in accordance with the scope set out in the proposal.

2.2 The Company carry out the Work during its normal working hours between 8:00 a.m. – 5:00 p.m. on a Business Day.

2.3 The Company shall supply all items of Company Hardware, together with all related Documentation provided by third-party manufacturers of items of Company Hardware.

2.4 The Customer shall provide all cabling and other equipment needed for the installation of the Company Hardware at the Site(s), including any equipment needed to connect and interface Company Hardware with Customer Equipment unless costed and agreed as part of proposal.

### **3 Payment Terms**

3.1 The price quoted by the Company in the proposal is for the execution of the Work described within the proposal attached to these Terms and subject to the Customer's acceptance of the proposal within 14 days of receipt of it. Pricing is based on the current market GBP/USD exchange rate. Should the rate move +/- 2% prior to the Customer's acceptance of the proposal, the Company reserves the right to requote and update the proposal.

3.2 Unless otherwise set out in our invoice or agreed in writing between the parties, the Company shall invoice the Customer for the following amounts:

50% upon acceptance of the attached proposal (the "Deposit");  
25% upon delivery of the Company Hardware to the Site(s); and  
25% upon completion of the Work.

3.3 The amounts due under clause 3.2 shall be payable within 14 days of receipt of the invoice from the Company.

3.4 The price quoted is based on continuity of work in a logical sequence without obstruction or restriction by the Customer during normal working hours. If for any reason this continuity is broken or the working hours are restricted in any way, the Company may, at its reasonable discretion, apply additional charges in accordance with its standard schedule of rates as notified to the Customer in writing.

3.5 Where the Company is required by the Customer to carry out the Work outside its normal working hours, the Company reserves the right to apply additional charges in accordance with its standard schedule of rates as notified to the Customer in writing.

3.6 Any additional charges incurred under clauses 3.4 and 3.5 shall be included in the final invoice and shall be payable upon completion of the Work.

3.7 The prices set out in the proposal are exclusive of Value Added Tax (VAT). Where VAT is applicable, the VAT amount shall be provided in the proposal.

3.8 If the Customer fails to make any payment due to the Company under these Terms by the due date for payment, the, without limiting the Company's remedies under clause 9, the Customer shall pay interest on the overdue amount. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

3.9 The proposal excludes cutting out and making good of the building fabric in connection with the installation,



except where this work is specified in the proposal. Where the Customer requests this additional service then, where the Company agrees to provide it, the price for this will be set out in the proposal and any additional terms and/or obligations shall be communicated to the Customer in writing beforehand.

3.10 Unless it is agreed in writing, the proposal does not cover the Customer's requirements (if any) for an increase in existing electricity supply capacity or a new electricity supply. The Customer shall ensure it has the relevant electric supply capacity before commencement of the Work.

3.11 The proposal is valid for 30 days from the date set out at the beginning of the proposal. The prices set out in the proposal are based on material and labour costs prevailing at the date the proposal is issued.

3.12 If the Customer accepts the proposal after the validity period, the Company reserves the right to amend the price quoted and the Company shall as soon as reasonably practicable provide the Customer with a revised proposal which shall be valid for 30 days from the date the revised proposal is issued.

#### **4 Commencement and Completion**

4.1 The Work will be commenced and completed within a reasonable time of acceptance of the proposal or if there is a period agreed for the execution of the Work, within the period so agreed subject to commencement or completion delays in the Company's supply chain.

4.2 The Company shall not be liable for delays in the completion of the Work due to lack of or inadequate instructions given by the Customer or as a result of any obstructions or restrictions caused by the Customer.

#### **5 Change Request**

5.1 The Customer may at any time, request a change to the Work.

5.2 Within 5 working days of receipt of such request, the Company may either reasonably decline the change request, or, in accordance with its standard schedule of rates then in force, provide the Customer with a written quote for any increase in the price, and of any effect that the requested change may have on the date of completion of the Work.

5.3 The Customer shall promptly and no more than 5 working days after receiving a written quote referred to in clause 5.2, inform the Company in writing whether the Customer wishes to proceed with the change.

5.4 Where the Company agrees to a change under this clause 5, the Customer acknowledges and accepts that the Company may need to pause the Work until it has received a response from the Customer.

5.5 If the Company is delayed, or disrupted, or prevented in the execution of the work due to a change request made by the Customer, the Company shall not be held responsible or liable for any reason as a result.

#### **6 Hardware, Risk and Retention of Title, and Delivery**

6.1 The Company Hardware supplied by or on behalf of the Company (whether fixed or unfixed) shall remain Company property until the Customer has paid to the Company in full all sums payable by the Customer.

6.2 Although the Company Hardware shall remain Company property until all sums due to the Company have been paid, they shall be at the Customer's risk from the time of delivery to the Customer's Site.

6.3 The parties shall agree in writing as to when the Company shall deliver the Company Hardware to the Site(s). The Company shall not be liable for any reason if any delivery is delayed at the request of, or because of the acts or omissions of the Customer.



6.4 In the event that there is a delay in the delivery of the Company Hardware due to an act or omission or request of the Customer, and the Company can demonstrate that the delay has resulted in an increase in cost to the Company of carrying out its obligations, the Company may at its sole discretion apply an additional charge not exceeding any such demonstrable cost, which shall be included in the invoice provided upon delivery of the Company Hardware.

6.5 The Company shall supply to the Customer, within a reasonable time before the scheduled Company Hardware delivery, such information and assistance as may be necessary to enable the Customer to prepare the Site(s) for installation of the relevant item of Company Hardware.

6.6 The Customer shall, at its own expense, prepare the Site(s) in accordance with the information provided by the Company in advance of each Company Hardware delivery date. the Company shall assist the Customer to carry out such preparation.

6.7 The Company shall complete installation of each item of Company Hardware at the Site(s) within a reasonable period of time or where there is an agreed time period, in accordance with the time period agreed between the parties for that item of Company Hardware.

## **7 Hardware Testing**

7.1 Prior to completion of the Work, the Company shall carry out reasonable tests to ensure that Company Hardware is in operable condition and is capable of meeting the Customer's requirements once properly installed.

Following installation of Company Hardware, the Company shall ***in the presence of the Customer*** carry out Hardware Installation Tests.

7.2 If any item of the Company Hardware fails to pass the abovementioned Hardware Installation Tests, then the Company shall have a reasonable period in which to remedy the deficiency, and if the item of Company Hardware fails further tests then the Customer may:

- (a) accept the item of Company Hardware subject to a reduction in price as is reasonable; or
- (b) if the Company is unable to correct material defects within a period of 3 months from the start of the tests, to reject the item of Company Hardware as not being in conformity with these Terms and obtain a refund for the rejected item.

## **8 Company Personnel**

8.1 The Company undertakes that its employees and contractors, while on the Site(s) or any other premises of the Customer, will comply with all relevant rules and regulations laid down by the Customer from time to time for the behaviour of its own employees and contractors, as notified to the Company in writing from time to time. The Company shall remove any employee or contractor whom the Customer can demonstrate has failed to comply with such rules, regulations and requirements.

8.2 The Company assumes full responsibility for their acts and omissions and acknowledges that they are not employees or agents of the Customer.

## **9 Guarantee and warranty**

9.1 All equipment will be new (unless otherwise specified) and of satisfactory quality.

9.2 All Company manufactured equipment carries a 12 months' warranty from the date of completion of the Work.

9.3 All other equipment supplied by the Company, but manufactured by other parties, carries a back to base warranty with the relevant supplier of a minimum of 12 months' Manufacturers' Warranty, which commences



from the date of on which the equipment is received by the Company. Some items may offer an extended warranty option at an additional cost. Such items shall be identified to the Customer and offered as an option if applicable.

9.4 The Company will provide a 90-day service warranty after completion of the Work. This covers labour required to rectify any faults or issues with the installation that may arise within 90 days of completion of the Work. Any faulty items should be returned to the Company where they will be repaired or replaced (at the Company's discretion) and thereafter shall be returned or replaced to the Site at no cost. However, shipment of equipment from the Site back to the Company remains the responsibility of the Customer.

9.5 The warranties in clauses 9.1, 9.2, 9.3 and 9.4 do not allow for any Site visits, cover genuine defects or faults only and do not include any rectification of issues caused by misuse or other parties or circumstances outside the Company's control including but not limited to: • early failure due to equipment having been operated in a builder's dust environment. • catastrophe (flood, fire, earthquake, building damage). • misuse or abuse of equipment. • overheating due to failure of the air-conditioning system. • severe electrical disturbance.

## **10 Termination**

10.1 Without prejudice to any rights that have accrued under these Terms or any of its rights or remedies, either party may at any time terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due on the due date for payment and remains in default for more than 14 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any term (other than failure to pay any amounts due) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the Terms;
- (d) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (e) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (f) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

10.2 On termination for whatever reason:

- (a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices (and interest if applicable). The Company reserves the right to withhold any further deliveries of Company Hardware until such overdue invoices have been paid in full;
- (b) the Company shall promptly hand over all equipment provided by the Customer, and the Company shall not retain any access to the Customer's systems and/or Site(s);
- (c) any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination of these Terms shall remain in full force and effect; and
- (d) termination of these Terms shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including but not limited to retention of the Company's title to Company Hardware that has been delivered but for which payment has not been received and the right to retrieve such Company Hardware from the Site(s); and the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination except as excluded under clause



## **11 Limitation of Liability**

11.1 Neither party excludes or limits liability to the other party for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence;
- (c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter for which it would be unlawful for the parties to exclude liability.

11.2 Subject to clause 11.1 the Company shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation, or goodwill;
- (b) any loss or corruption (whether direct or indirect) of data or information;
- (c) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- (d) any loss or liability (whether direct or indirect) under or in relation to any other contract.

11.3 Subject to clause 11.1, the Company's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall not exceed the total charges paid or payable under a specific proposal.

## **12 Indemnity and Insurance**

12.1 Each party agrees to indemnify the other party for any expense, liability, loss, claim or proceeding arising under any statute or at common law in respect of personal injury to or the death of any person arising out of or in the course of carrying out of the Work, unless such personal injury or death is caused by any act or omission of the other party or of any person for whom the other party is responsible;

12.2 Each party agrees to indemnify the other party for any expense, liability, loss, claim or proceeding in respect of any injury or damage to any property arising out of or in the course of carrying out of the work, unless due to any act or omission of the other party or of any person for whom the other party is responsible.

12.3 Each party agrees to maintain in force, with a reputable insurance company, professional indemnity insurance, public liability insurance and such other insurance as reasonably necessary to cover liabilities that may arise under or in connection with these Terms.

## **13 General**

### **13.1 Force majeure**

Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control.

### **13.2 Assignment and other dealings**

(a) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms without the Company's prior written consent.

(b) The Company may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under these Terms.



### 13.3 Confidentiality

(a) Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.3 (b). In particular (but without limitation) the Customer shall not disclose the Company's proposal or pricing to the Company's competitors. Without prejudice to any other rights or remedies that Company may have, Customer acknowledges and agrees that damages alone would not be an adequate remedy for any breach of this clause 13.3(a) by Customer. Accordingly, Company shall be entitled to the remedies of injunction or other equitable relief for any threatened or actual breach of this confidentiality provision.

(b) Each party may disclose the other party's Confidential Information:

- to its employees, officers, representatives, contractors, subcontractors or professional advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or professional advisers to whom it discloses the other party's Confidential Information comply with this clause 13.3; and
- as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use any other party's Confidential Information for any purpose other than to perform its obligations under these Terms.

### 13.4 Entire agreement

These Terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The documents comprising these Terms shall prevail in the following order: the proposal, these terms and conditions.

### 13.5 Variation

No variation of these Terms shall be effective agreed by both parties unless it is in writing and signed by both parties.

### 13.6 Waiver

A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

### 13.7 Severance

If any provision or part-provision of the Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this **Error! Bookmark not defined.**14.7 shall not affect the validity and enforceability of the rest of the Terms.

### 13.8 Notices

Any notice or other communication given to a party under or in connection with these Terms shall be in writing and shall be sent by email to the email address provided by each party to the other.

The provisions of clause shall not apply to the service of any proceedings or other documents in any legal action.



**13.9 Third party rights**

No person other than a party to these Terms shall have any rights to enforce any term of these Terms.

The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these Terms is not subject to the consent of any person that is not a party to these Terms.

**13.10 Governing law**

These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of England and Wales.

**13.11 Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.



**DATED**

**(1) Tateside Networks**

**(2) Client**

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**MANAGED SUPPORT SERVICE LEVEL  
AGREEMENT**

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# IT & Telecoms Support Service Level Agreement

THIS AGREEMENT is made on \*DATE\*

## BETWEEN:

- (1) Colva Tech Ltd T/as Tateside Networks a company registered in England and Wales under number 11490045 whose registered office is at 8 Viceroy House Mountbatten Business Centr, Millbrook Road East, Southampton. SO15 1HY 8JP ("the Service Provider") and
- (2) **Client** a company registered in England under number xxx whose registered office is at ("the Client")

## WHEREAS:

- (1) The Service Provider is engaged in the business of providing IT and telecoms services and has reasonable skill, knowledge, qualifications and experience in that field.
- (2) The Client wishes to engage the Service Provider to provide the Support Services subject to, and in accordance with, the terms and conditions of this Agreement.
- (3) The Service Provider wishes to accept such engagement and shall provide the Support Services to the Client subject to, and in accordance with, the terms and conditions of this Agreement.

## IT IS AGREED as follows:

### 1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Acceptable Delay Time"</b>	means the time by which the Response Time may be exceeded by the Service Provider under Clause 8 for reasonable reasons including, but not limited to, unavoidable delays in travel time;
<b>"Agreement Review"</b>	means a review of this Agreement which will be conducted in accordance with Clause 7 at the intervals specified in that Clause;
<b>"Business Day"</b>	means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the United Kingdom;
<b>"Business Hours"</b>	means the business hours of the Service Provider which shall be 09:00 to 17:00;
<b>"Client's Representative"</b>	means the person who shall be responsible for liaising with the Service Provider's Representative in accordance with Clause 7, or such other person who the Client may from time to time nominate;
<b>"Client's Management Representative"</b>	means the person who shall be responsible for liaising with the Service Provider's Management Representative in accordance with Clause 7, or such other person who the Client may from time to time nominate;
<b>"Client's Performance Representative"</b>	means the person who shall be responsible for the monitoring of the provision of the Support Services in accordance with the Service Levels under Clause 8, or such other person who the Client may from time to time nominate;
<b>"Commencement Date"</b>	means the date on which this Agreement comes into force pursuant to Clause 2;
<b>"Confidential Information"</b>	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement or otherwise (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked or may be interpreted as such);
<b>"Data Protection Legislation"</b>	means 1) unless and until EU Regulation 2016/679 General Data Protection Regulation ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds the GDPR;
<b>"Default Fee"</b>	means a sum payable by the Service Provider to the Client for failure to meet the required Service Levels in accordance with the provisions of Clause 8 and calculated in accordance with Schedule 2;
<b>"Fees"</b>	means the fees payable by the Client to the Service Provider in accordance with Clause 5 and Schedule 2;
<b>"Issue Level"</b>	means the severity level of a Support Request as defined in Schedule 3;
<b>"Performance Report"</b>	means a report detailing the performance of the Support Services in relation to the Service Levels, prepared in accordance with the provisions of Clause 8 and Schedule 3;
<b>"Premises"</b>	means the Client's premises or such other premises as may be notified from time to time by the Client to the Service Provider;
<b>"Response Time"</b>	means the time within which the Service Provider must respond to a Support Request as set out in Clause 8;
<b>"Service Levels"</b>	means the agreed levels to which the Service Provider's performance in providing the Support Services must adhere as set out in Schedule 3 and Clause 8 and shall include the Service Provider's compliance with the Issue Levels and corresponding Response Times set out in Clause 8;
<b>"Service Provider's Representative"</b>	means the account manager who shall be responsible for liaising with the Client's Representative in accordance with Clause 7, or such other person who the Service Provider may from time to time nominate;
<b>"Service Provider's Management Representative"</b>	means the operations director who shall be responsible for liaising with the Client's Management Representative in accordance with Clause 7, or such other person who the Service provider may from time to time nominate;
<b>"Service Provider's Performance Representative"</b>	means the account manager who shall be responsible for the monitoring of the provision of the Support Services in accordance with the Service Levels under Clause 8, or such other person who the Service Provider may from time to time nominate;
<b>"Specified Equipment"</b>	means the computer software and hardware to which the Support Services shall apply as set out in Schedule 1;
<b>"Support Request"</b>	means a request for Support Services submitted by the Client to the Service Provider by means of email and initially by telephone if the request is urgent;
<b>"Support Services"</b>	means the support services to be provided by the Service Provider to the Client as set out in Clause 6 and Schedule 1; and
<b>"Term"</b>	means the term of this Agreement as set out in Clause 2.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

# IT & Telecoms Support Service Level Agreement

- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to this Agreement; and
- 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.

## 2. Term of Agreement

- 2.1 This Agreement will come into force on the Commencement Date, which is the date of this Agreement, and shall continue in force for 36 months from that date, (the "Initial Term"), subject to the provisions of Clause 10.
- 2.2 Thereafter on every anniversary of the end of the Initial Term the Agreement will automatically renew, (the "Subsequent Term"), (which shall thereafter be defined as part of the Term), subject to the provisions of Clause 10.

## 3. Service Provider's Obligations

- 3.1 The Service Provider shall render the Support Services to the Client in accordance with the provisions of Clause 6 and Schedule 1 and in accordance with the required Service Levels set out in Clause 8 and Schedule 3.
- 3.2 The Service Provider shall perform its obligations under this Agreement in a reasonable and timely manner in accordance with the provisions of this Agreement.
- 3.3 The Service Provider shall provide the Client with such information and advice in connection with the Support Services and the provision thereof as the Client may, from time to time, reasonably require both before and during the provision of the Support Services.
- 3.4 The Service Provider shall use reasonable endeavours to keep the Client informed of any special requirements (including, but not limited to, legislative requirements) applicable to the rendering of the Support Services. To the extent necessary and appropriate, the Service Provider and the Client shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way, subject to each Party's right under sub-Clause 7.6 to request a meeting to review such changes.

## 4. Client's Obligations

- 4.1 The Client shall provide the Service Provider with such information in connection with the Support Services and the provision thereof as the Service Provider may, from time to time, reasonably require both before and during the provision of the Support Services.
- 4.2 The Client shall perform its obligations under this Agreement in a reasonable and timely manner in accordance with the provisions of this Agreement.
- 4.3 The Client shall act in accordance with any and all reasonable instructions issued by the Service Provider in relation to the Support Services. The Service Provider shall not be liable for any failure to provide the Support Services or any part thereof which arises out of the Client's failure to follow any such instructions.
- 4.4 The Client shall inform the Service Provider forthwith of any new computer hardware and/or software that it intends to procure where such hardware and/or software is to be added to the Specified Equipment.
- 4.5 The Client shall allow the Service Provider and its personnel access at all reasonable times to the Premises for the purpose of providing the Support Services.
- 4.6 The Client shall use reasonable endeavours to keep the Service Provider informed of any special requirements (including, but not limited to, legislative requirements) applicable to the rendering of the Support Services. To the extent necessary and appropriate, the Service Provider and the Client shall (as under sub-Clause 3.4) promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way, subject to each Party's right under sub-Clause 7.6 to request a meeting to review such changes.
- 4.7 The Client shall be responsible for ensuring their policies regarding security and storage reflect their business needs, the systems are secure and protected to prevent unauthorised access and that all suitable backup and storage processes are in place and running routinely. In the event the Client has any concerns regarding security and/or storage then the Service Provider can review these functions and if required provide recommendations, but this exercise will be subject to agreeing additional Fees.

## 5. Fees, Payment and Records

- 5.1 The Client shall pay the Fees to the Service Provider in accordance with the provisions of Schedule 2 as consideration for the set up and provision of the Support Services provided by the Service Provider in accordance with the terms and conditions of this Agreement.
- 5.2 In the event that new Specified Equipment is procured by the Client during the Term of this Agreement, the Service Provider shall have the right to increase the Fees proportionately and may request a meeting under sub-Clause 7.6 to review such Fee changes.
- 5.3 All payments required to be made pursuant to this Agreement by either Party shall be made within 14 days of the date of the relevant invoice in pounds in cleared funds to such bank in the United Kingdom as the other Party may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.
- 5.4 Where any payment pursuant to this Agreement is required to be made on a day which is not a Business Day, it may be made on the next following Business Day.
- 5.5 If either Party fails to pay on the due date any amount which is payable to the other pursuant to this Agreement then, without prejudice to and notwithstanding sub-Clause 10.2.1, that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at a rate of 4% per annum over the National Westminster Bank base rate from time to time in force.
- 5.6 Without prejudice to its other rights and remedies under this Agreement, the Service Provider may suspend its provision of the Services if payment is not made in accordance with this Clause 5.
- 5.7 The Service Provider shall provide the Client with not less than 48 hours advance notice of its intention to suspend the Services under Clause 5.6 unless the Service Provider has reasonable grounds not to do so.
- 5.8 In the event unforeseen changes in the Service Provider's costs occur, the Service Provider may need to adjust the Fees once in any 12 month period but this will be capped to a maximum increase of 11%. These changes to the Fees notified to the Client in accordance with Clause 19 no less than 90 days prior to the annual anniversary date of this Agreement.

## 6. Provision of the Support Services

- 6.1 The Service Provider shall, throughout the Term of this Agreement, provide the Support Services to the Client in accordance with the terms and conditions of this Agreement, the provisions of Schedule 1 and the Service Levels as specified in Clause 8 and Schedule 3.
- 6.2 The Service Provider shall provide the Support Services only as specified in Schedule 1, during its Business Hours and in only in relation to the Specified Equipment unless otherwise agreed in writing by the Parties.
- 6.3 The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other

## IT & Telecoms Support Service Level Agreement

rules relevant to the provision of the Support Services.

- 6.4 The Service Provider shall use all due and proper care to ensure that the manner in which it provides the Support Services does not have any adverse effect on the name, reputation, image or business of the Client.
- 6.5 In the event that the Service Provider commits any breach of any of the terms and conditions of this Agreement by failing to provide the Support Services to the required Service Levels or commits any other breach which adversely affects the provision of the same, the following provisions will apply:
- 6.5.1 the Client may give written notice to the Service Provider requiring the Service Provider to rectify the breach;
- 6.5.2 if the Service Provider fails to comply with any such notice given under sub-Clause 6.5.1 within 60 days:
- 6.5.2.1 the Client will be entitled to obtain any of the Support Services affected by the breach from any third party until such time as it is satisfied that the breach has been rectified or, in the event of termination of this Agreement, until such time as the Service Provider's obligations cease; and
- 6.5.2.2 the Service Provider shall pay on demand to the Client by way of damages, the amount by which the cost to the Client of obtaining any third-party services under sub-Clause 6.5.2.1 exceeds the cost of obtaining the same from the Service Provider under this Agreement.
- 6.6 The obligations of the Service Provider under sub-Clause 6.5.2 shall not be affected by the termination of this Agreement.
- 6.7 The rights of the Client under sub-Clause 6.5 shall be in addition to, and without prejudice to, any other rights or remedies of the Client including, but not limited to, its right to Default Fees from the Service Provider arising under sub-Clauses 8.4, 8.5 and 8.6.

### 7. Support Service and Agreement Monitoring

- 7.1 The Client and the Service Provider shall arrange meetings between the Client's Representative and the Service Provider's Representative at quarterly intervals or as required by the Client in order to discuss the provision of the Support Services in accordance with the Service Levels, where relevant, based upon Performance Reports generated in accordance with Clause 8 and Schedule 3.
- 7.2 Both Parties shall produce written reports from meetings held pursuant to sub-Clause 7.1 within 14 days following such meetings and shall use their reasonable endeavours to comply with any and all agreed actions to be taken with respect to the provision of the Support Services, the Service Levels and the performance by each Party of its respective obligations under this Agreement.
- 7.3 The Client and the Service Provider shall arrange meetings between the Client's Management Representative and the Service Provider's Management Representative at regular bi-annual intervals in order to discuss matters arising out of meetings held pursuant to sub-Clause 7.1 and any other matters including, but not limited to, those relating to the provision of the Support Services and the Service Levels.
- 7.4 In addition to the matters set out in sub-Clause 7.3, the Client's Management Representative and the Service Provider's Management Representative shall, in their bi-annual meetings conduct an Agreement Review during which the Parties may propose, discuss and agree upon any desired or necessary alterations to this Agreement including, but not limited to, its terms and conditions, the fees and scope. Any such agreed changes shall not be effective unless evidenced in writing and signed by the duly authorised representatives of the Parties.
- 7.5 No later than 90 days prior to the end of the Initial or Subsequent Term of this Agreement, the Client's Management Representative and the Service Provider's Management Representative may conduct an Agreement Review during which the continuance and renewal of this Agreement can be determined. However, unless Terminated in accordance with Clause 10.1, the provisions of sub-Clause 2.2 shall apply.
- 7.6 Notwithstanding the provisions of sub-Clause 7.4, in the event that changes to this Agreement are required due to circumstances including, but not limited to, legislative or regulatory change, either Party shall have the right to call for an immediate Agreement Review to discuss the necessary changes and action to be taken. Any changes agreed upon during such Agreement Reviews shall not be effective unless evidenced in writing and signed by the duly authorised representatives of the Parties.

### 8. Service Levels and Response Times

- 8.1 The Service Provider shall use reasonable endeavours to provide the Support Services in accordance with the following Issue Levels and Response Times:

Issue level	Response
Level 1	1 hour
Level 2	2 hours
Level 3	4 hours
Level 4	8 hours

- 8.2 The Response Times set out in sub-Clause 8.1 refer only to the time within which the Service Provider shall respond to a Support Request. Acknowledging the Support Request is not classed as a response. The Service Provider undertakes to use reasonable endeavours to acknowledge any Support Request issued by email within 15 minutes. The Service Provider must commence work on the Support Request and communicate this to the Client for it to be classed as a response. The Service Provider gives no guarantee as to the time any given issue may take to resolve save that it hereby undertakes to use reasonable endeavours to resolve issues as quickly as is reasonably possible and to provide the Client with updates when applicable.
- 8.3 The following Acceptable Delay Times shall apply to the Issue Levels as follows

Issue Level	Acceptable Delay Time
Level 1	20 minutes
Level 2	40 minutes
Level 3	60 minutes
Level 4	120 minutes

- 8.4 In the event that the Service Provider exceeds the Acceptable Delay Time for the relevant Issue Level when responding to a Support Request, the Service Provider shall be required to pay to the Client a Default Fee calculated in accordance with Schedule 2.
- 8.5 In the event that the Service Provider requires access to the Client's Premises, or requests further information from the Client, for the purposes of providing the Support Services, the Service Provider shall not be liable for any failure to comply with the relevant Response Time if it is unable to access the Premises or receive the further information through any fault of the Client.
- 8.6 For the purposes of monitoring and managing performance under this Agreement the Parties shall respectively appoint the Client's Performance Representative and the Service Provider's Performance Representative (each a "Performance Representative" for the purposes of this Clause 8). It shall be the responsibility of the Performance Representatives to ensure that the Support Services are provided in accordance with the Service Levels and the terms and conditions of this Agreement.

## IT & Telecoms Support Service Level Agreement

- 8.7 The provision of the Support Services in accordance with the Service Levels shall be monitored by the Client's Performance Representative and the Service Provider's Performance Representative in accordance with the provisions of Schedule 3.
- 8.8 All data collected by the Performance Representative(s) pursuant to this Clause 8 and to Schedule 3 shall be presented in quarterly Performance Reports to be prepared by the Client and the Service Provider.
- 8.9 Performance Reports shall be submitted, within the time period specified in Schedule 3, to the Client's Representative and the Service Provider's Representative for consideration and agreement upon appropriate action to be taken (where relevant) during meetings to be held in accordance with sub-Clause 7.1.

### 9. Confidentiality

- 9.1 Each Party undertakes that, except as provided by sub-Clause 9.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and for 3 years after its termination:
  - 9.1.1 keep confidential all Confidential Information;
  - 9.1.2 not disclose any Confidential Information to any other person;
  - 9.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms and conditions of this Agreement;
  - 9.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
  - 9.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 9.1.1 to 9.1.4 above.
- 9.2 Either Party may:
  - 9.2.1 disclose any Confidential Information to:
    - 9.2.1.1 any sub-contractor or supplier of that Party;
    - 9.2.1.2 any governmental or other authority or regulatory body; or
    - 9.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 9.2.1.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 9, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
  - 9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.
- 9.3 The provisions of this Clause 9 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

### 10. Termination

- 10.1 Either Party may terminate the Agreement for convenience at any time by giving to the other not less than 90 days written notice.
- 10.2 Either Party may forthwith terminate this Agreement by giving written notice to the other Party if:
  - 10.2.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 10 Business Days of the due date for payment;
  - 10.2.2 the other Party commits any other material breach of any of the provisions of this Agreement, excluding the Service Providers obligations in Clause 6, and, if the breach is capable of remedy, fails to remedy it within 30 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
  - 10.2.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
  - 10.2.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
  - 10.2.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the other Party under this Agreement);
  - 10.2.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party; or
  - 10.2.7 the other Party ceases, or threatens to cease, to carry on business.
- 10.3 If the Client terminates for convenience or in accordance with Clause 10.2, within the Initial Term or any Subsequent Term then the Client will still be required to pay for all the Fees, less a 20% discount, that would be due to the Service Provider had the Client not terminated the Agreement early and had terminated it at the end of the Initial Term or at the end of the applicable Subsequent Term, whichever is the latter.
- 10.4 For the purposes of sub-Clause 10.2.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 10.5 For the avoidance of doubt, in the event that either Party terminates this Agreement under sub-Clause 10.2, excluding breach by the Service Provider detailed in sub-Clause 10.2.2 or if the Service Provider is unable to continue to provide the Services as a result of sub-Clause 10.2.3, 10.2.4, 10.2.5 or 10.2.7, the Client retains its liability to pay the Fees in the Clause 10.3
- 10.6 The right to terminate this Agreement given by this Clause 10 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

### 11. Post-Termination

Upon the termination of this Agreement for any reason:

- 11.1 any sum owing by either Party to the other Party under any of the provisions of this Agreement shall become immediately due and payable;
- 11.2 any rights or obligations to which any of the Parties to this Agreement may be entitled or be subject before its termination shall remain in full force and effect where they are expressly stated to survive such termination;
- 11.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which either Party may have in respect of any breach of this Agreement which existed at or before the date of termination;
- 11.4 subject as provided in this Clause 11, and except in respect of any accrued rights, neither Party shall be under any further obligation to the other;
- 11.5 each Party shall return to the other Party any materials in which the ownership has not been transferred to that other Party which have, for any reason,

## IT & Telecoms Support Service Level Agreement

been provided for the purposes of this Agreement; and

- 11.6 each Party shall (except to the extent referred to in Clause 9) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other Party any documents in its possession or control which contain or record any Confidential Information.

### 12. Liability and Indemnity

- 12.1 The Service Provider shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance.
- 12.2 In the event that the Service Provider fails to perform the Services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the Client.
- 12.3 The Client shall indemnify the Service Provider against all damages, costs, claims and expenses suffered by the Service Provider arising from loss or damage to any equipment (including that of third parties) caused by the Client, or its agents or employees.
- 12.4 The Service Provider will indemnify the Client for personal injury or death caused by the Service Provider's negligence in connection with the performance by the Service Provider of the Services.
- 12.5 The Service Provider will indemnify the Client for direct damage to tangible property caused by the Service Provider's negligence in connection with the performance of the Support Services. The Service Provider's total liability under this sub-Clause shall be limited to £250,000 for any one event or series of connected events.
- 12.6 In no event will the Service Provider be liable by reason of any breach by it of any of these terms and conditions or breach by it of any implied warranty, condition or other term of the Agreement, or any negligent or innocent misrepresentation, or any negligence or other duty at common law, for any:
- 9.4.1 loss of or damage to data;
  - 9.4.2 loss of use of data;
  - 9.4.3 loss of use of any hardware or software;
  - 9.4.4 interruption to business;
  - 9.4.5 loss of income or revenue;
  - 9.4.6 loss of profit, contracts, business, business opportunity, or goodwill;
  - 9.4.7 loss of anticipated savings; or
  - 9.4.8 any indirect, special or consequential loss, damage, costs, expenses or other claims, whether or not the same were reasonably foreseeable or actually foreseen
- arising from any act or omission of the Service Provider in connection with the performance of its obligations under the Agreement.
- 12.7 Except as provided above in the case of personal injury, death and damage to tangible property, and below as to fraud or fraudulent misrepresentation or Service Credits, the Service Provider's maximum liability to the Client under the Agreement or otherwise for any cause whatsoever (whether in the form of the additional cost of remedial services or otherwise) will be limited to a sum equivalent to the price paid up until the point of claim to the Service Provider for the Support Services that are the subject of the Client's claim, plus damages limited to 25% of the same amount for any additional costs directly, reasonably and necessarily incurred by the Client in obtaining alternative Support Services.
- 12.8 The Parties acknowledge and agree that the limitations contained in this Clause 12 are reasonable in the light of all the circumstances.
- 12.9 These limitations shall apply cumulatively, and shall apply regardless of the form of action, whether under statute, in contract or tort, including negligence, or any other form of action.
- 12.10 Nothing in these Terms and Conditions is intended to or will exclude or limit the Service Provider's liability for death or personal injury caused by the Service Provider's negligence, or for fraud or fraudulent misrepresentation by the Service Provider.
- 12.11 For the purposes of this Clause, the 'Service Provider' includes its employees, sub-contractors and suppliers.
- 12.12 The employees, sub-contractors and suppliers of the Service Provider shall all have the benefit of the limits and exclusions of liability set out above in terms of the Contracts (Rights of Third Parties) Act 1999.
- 12.13 Any equipment sold to the Customer would be supplied with a standard manufacturer's warranty and be subject to the manufacturer's terms of use. Any equipment returned under warranty but found to have not been treated in accordance with the manufacturer's and/or Service Providers recommendations will be subject to a repair or replacement charge by the Service Provider.
- 12.14 Neither Party shall be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.
- 12.15 The obligations of the Parties under the provisions of this clause shall survive the expiry or the termination of the Agreement for whatever reason.
- 12.5.1 The Client's exclusive remedy for breach of the Service Levels shall be the applicable Service Credits payable by the Service Provider for such breach.

### 13 Force Majeure

Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the reasonable control of the Party in question.

### 14 Nature of the Agreement

- 14.1 This Agreement is personal to the Client who may not assign, mortgage, or charge (otherwise than by floating charge) or sub-license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the Service Provider, such consent not to be unreasonably withheld.
- 14.2 The Service Provider may assign, mortgage, or charge (otherwise than by floating charge) or sub-license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder.
- 14.3 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 14.4 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 14.5 No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 14.6 At any time after the date hereof each of the Parties shall, at the request and cost of the other Party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the Party so requiring may reasonably require for the purpose of giving to the Party so requiring

# IT & Telecoms Support Service Level Agreement

the full benefit of all the provisions of this Agreement.

## 15 Severance

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

## 16 Relationship of the Parties

- 16.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties nor, except as expressly provided, shall it constitute, or be deemed to constitute an agency of any other Party for any purpose.
- 16.2 Subject to any express provisions to the contrary in this Agreement, the Service Provider shall have no right or authority to, and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the Client or bind the Client in any way.

## 17 General

- 17.1 Neither Party shall, for the term of this Agreement and for a period of 24 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to this Agreement without the express written consent of that Party.
- 17.2 No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 17.3 This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.
- 17.4 The Parties agree that the times and dates referred to in this Agreement are for guidance only and are not of the essence of this Agreement and may be varied by mutual agreement between the Parties.
- 17.5 Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this Agreement or any other agreement at any time.
- 17.6 Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.
- 17.7 Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

## 18 Dispute Resolution

- 18.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 18.2 If negotiations under sub-Clause 18.1 do not resolve the matter within 60 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.
- 18.3 Nothing in this Clause 18 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 18.4 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 18 shall be final and binding on both Parties.

## 19 Notices

- 19.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
  - 19.2 Notices shall be deemed to have been duly given:
    - 19.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
    - 19.2.2 when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or
    - 19.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
    - 19.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

## 20 Data Protection

- 20.1 All personal information that the Service Provider may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Client's rights under the GDPR.
- 20.2 For complete details of the Service Provider's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Client's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Service Provider's Privacy Notice.

## 21 Data Processing

- 21.1 In this Clause, "personal data", "data subject", "data controller", "data processor", and "personal data breach" shall have the meaning defined in Article 4, EU Regulation 2016/679 General Data Protection Regulation ("GDPR").
- 21.2 The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.
- 21.3 For the purposes of the Data Protection Legislation and for this Clause, the Client is the "Data Controller" and the Service Provider is the "Data Processor".
- 21.4 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing are set out in Schedule 4.
- 21.5 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in this Agreement.
  - 21.5.1 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this Agreement:
  - 21.5.2 Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law;
  - 21.5.3 Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken are set out in Schedule 4;

## IT & Telecoms Support Service Level Agreement

- 21.5.4 Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;
- 21.5.5 Not transfer any personal data outside of the European Economic Area without the prior written consent of the Data Controller and only if the following conditions are satisfied:
  - 21.5.6 The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;
  - 21.5.7 Affected data subjects have enforceable rights and effective legal remedies;
  - 21.5.8 The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
  - 21.5.9 The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data;
  - 21.5.10 Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
  - 21.5.11 Notify the Data Controller without undue delay of a personal data breach;
  - 21.5.12 On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of this Agreement unless it is required to retain any of the personal data by law; and
  - 21.5.13 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause and to allow for audits by the Data Controller and/or any party designated by the Data Controller.
- 21.5.14 The Data Processor shall not sub-contract any of its obligations to a sub-processor with respect to the processing of personal data under this Clause without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). In the event that the Data Processor appoints a sub-processor, the Data Processor shall:
  - 21.5.14.1 Enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor by this Clause and which shall permit both the Data Processor and the Data Controller to enforce those obligations; and
  - 21.5.14.2 Ensure that the sub-processor complies fully with its obligations under that agreement and the Data Protection Legislation.
- 21.5.15 Either Party may, at any time, and on at least 30 calendar days' notice, alter this Clause, replacing it with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to this Agreement.

## 22 Law and Jurisdiction

- 22.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 22.2 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

**IN WITNESS WHEREOF** this Agreement has been duly executed the day and year first before written

SIGNED by

for and on behalf of Colva Tech Ltd T/as Tateside Networks

SIGNED by

for and on behalf of THE CLIENT



# IT & Telecoms Support Service Level Agreement

## SCHEDULE 1

The proposal includes providing the following

1	
2	
3	
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5	

### General Exclusions

remedial 1st – 3rd line support services as detailed hereunder;

1. The IT support of users, Windows desktops/laptops
  - a. This includes the support of Office 365 with Exchange Online
  - b. Associated business applications
2. In addition to this, the Service Provider undertakes to support related applications under these circumstances the Service Provider will use all reasonable endeavours to resolve issues where possible, beyond this support requests will have to be escalated to the appropriate vendor whereby the vendor specific SLA's will apply.
3. Problems specifically within the applications or third-party hardware should first be reported to the relevant vendor. This provides the most efficient resolution for the members of staff. At any point beyond the initial reporting the client or vendor may contact the Service Provider and ask for technical assistance
4. The network Infrastructure (including Wireless).
5. Support of users within the office
  - a. This includes the standard suite of Microsoft Office applications.
  - b. Associated business applications.
6. The principle support is carried out remotely wherever possible. the Service Provider will provide onsite assistance as and when required should remote assistance not remedy the situation. This visit will be chargeable if beyond the contracted number of hours in any given month, charged at the prevailing rate.
7. Problems specifically within applications should first be reported to the relevant vendor first. This provides the most efficient resolution for Meraki and the member of staff. At any point beyond the initial reporting the client or vendor may contact the Service Provider and ask for technical assistance.
8. The Company shall only support the systems and direct employees of the Company at stated locations on the agreement; any deviation shall be at the Company's discretion and strictly as an act of goodwill on a best endeavours basis, and no further liability shall be placed upon the company.
9. Out of hours calls support for emergency cover. Significant outages are included, for example network outages affecting the site or affecting multiple users, and accounted for on a double time basis. Individual users dealt with on a best endeavour basis.

Any services not described above do not form part of our contract and if required could be undertaken at an additional cost that would be confirmed prior to commencing any work.

Excluded services are, but they are not limited to, the list below;

10. Additional/replacement Hardware or Software
11. Regular or time-consuming work driven by compliance or regulatory needs.
12. Support of staff operating from home, these will be handled on a good will basis.
13. Projects/Project Management (including 3rd party projects)
14. Regulatory/Compliance requirements
15. Documentation
16. Consultancy
17. Cyber Attacks or subsequent Forensic investigations
18. Special events

# IT & Telecoms Support Service Level Agreement

## Specific terms

All hardware is subject to the manufacturer's warranties

Internet Access Orders - these if applicable have been processed in accordance with your specific instructions and are detailed on the relevant Internet Access Order form. This order form has service specific terms and conditions and as such these services are excluded from this Agreement.

Cyber SaaS, Secure DNS service/Umbrella is subject to additional service specific terms and conditions that are available on request or are on the website.

The Service Provider cannot be held responsible for delays caused by third party providers (e.g. carrier or network provider) engaged by the Client or the Service Provider. However, the Service Provider will make reasonable efforts to manage any third parties that it contracts with on behalf of the Client.

The Provider shall, following a request by the Client for a Support Request, subject to any circumstances beyond its control, undertake the following unless agreed otherwise:

- confirm by telephone that the Client has carried out the procedures necessary to remedy the issue and/or establish that the fault is not external to the equipment supported, and if necessary;
- talk the Client through the rectification process to remedy the issue;
- interrogate the system via remote access, perform diagnostic routines to determine the exact nature of the reported fault and carry out any remedial action required;
- as soon as practicably possible, and if agreed with the Client as this may be chargeable, attend the Client's site to resolve the issue or repair or replace the defective equipment if necessary

# IT & Telecoms Support Service Level Agreement

## SCHEDULE 2

### Fees and Payment

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IT Managed Service billed at £xxx plus VAT per month.  
Billing period monthly in advance.

Primary support time 8:00am > 6:00pm 5 days a week  
Outside of these times, emergency cover for system failures.  
Onsite non-urgent next business day.  
Onsite urgent (service affecting multiple users) target time 4 hours.  
System maintenance carried out outside of general working hours (after 11:00pm before 7:00am) wherever possible, unless by arrangement or emergency.

Attending the Client Premises to rectify a Support Request is chargeable unless set out otherwise in this Schedule 2.

The Service Provider will use its reasonable endeavours to respond to the Client service requests and provide routine maintenance and repair to any equipment supplied or rented to the Client during Business Hours. Any work undertaken where no fault is found, or the fault was caused by the Client will be charged for at the rate of £90/hour (excluding VAT) if undertaken by the Service Provider or at cost to the Service Provider plus 20% unless agreed otherwise beforehand. (Note at the time of drafting BT charge for a wasted visit or customer related problem visit is £175 excluding VAT).

Any additional work would be charged by the Service Provider at the following rates;

Level 1 engineer: £495.00 per day, £250.00 half day, hourly rate £80.00 first hour £60.00 thereafter or part thereof.

Level 2 engineer: £695.00 per day, £365.00 half day, hourly rate £100.00 first hour £85.00 thereafter or part thereof.

Level 3 engineer: £895 per day, £450.00 half day, hourly rate £160.00 first hour £130.00 thereafter or part thereof. Professional consultation / PCI Planning and strategy £895.00 per day £395.00 per half day.

Out of hours engineering will incur the above charges plus an additional 1.5 x standard rate.

Please note that all Projects & Installs are quoted outside of the base support agreement. If, for example, you buy a PC from us, we'd quote separately for the time to install the device it would then be covered under our regular support agreement.

### Default Fees

In the event the Service provider fails to respond to the Support Requests within the Acceptable Delay Time detailed in Clause 8.3 then a Default Fee is due to the Client in accordance with Clause 8.4 and as detailed below. This Default Fee shall be reported to the Service Provider at the service review meetings and once agreed by the Service Provider should be invoiced by the Client to the Service Provider.

Response Performance % - in any given quarter	Default Fee %
Less than 98% but exceeding or equal to 95%	5
Less than 95% but exceeding or equal to 90%	10
Less than 90% but exceeding or equal to 85%	15
Less than 85% but exceeding or equal to 80%	20
Less than 80%	40

Note:

The Response Performance only is applicable once 10 Support Requests have been logged in any given month.

The Default Fee % is applicable to the Fee paid by the Client for the month when the Acceptable Delay Time was exceeded.

# IT & Telecoms Support Service Level Agreement

## SCHEDULE 3

### Service Levels

#### Issue Levels

Priority	Description
1	Critical Incident - Large scale Service affecting issue/ or complete site down. Loss of a business-critical applications or network issue (e.g. total user device functionality lost, no carrier/ISP network access, major security breach, including targeted attacks, serious incidents including Cyber & PCI).
2	Major Incident - Loss of an application/s or piece of equipment affecting business functionality of an item of equipment or access to a network or other equipment item (e.g. multiple user device functionality lost, intermittent carrier, ISP network access, major security issue affecting multiple devices including data breaches Cyber & PCI).
3	General Incident - General helpdesk request, issues with an item of equipment/application but not significantly affecting business and/or an alternative/workaround in place. OR Minor Incident - loss or disruption to the functionality of an item of equipment or impaired access to a network or other equipment item such as single non-critical device outage (e.g. single user device issue, minor security issue such as Virus or Malware affecting a single device).
4	Administrative Issue - non-service affecting issue is present that requires resolving/administering, such as new equipment item to be installed or a general query or an information request like user admin.
Urgency	<b>Business Impact</b>
	Critical Major Minor
	High 1 2
	Medium 2 3 3
	Low 4
	<b>Priority</b>

Note:

"Not affecting business" can mean the Incident occurs outside Business Hours but if still present once Business Hours commence the Incident would be re-graded.

"Alternative/workaround in place" can mean the incoming call service is diverted to an alternative reception point e.g. mobile phone but generally is a temporary repair.

"Non-service affecting issue" can mean the presence of warning banners - network maybe causing audio issues but generally is something that is occurring but does not disrupt the Service.

### Performance Monitoring

Once the Client has made a Support Request the Service Provider will acknowledge the Support Request and provide the Client with a unique identification reference. This reference must be included in all subsequent communications. The Service Provider shall respond in accordance with Clause 8.1 to all Support Requests and any delays in this response should be noted by the Client and reported to the Service Provider. In the event a Support Response requires further information or other action to be provided by the Client then the Client must accept that any delay will impact on the Service Providers ability to complete the Support Request.

### Performance Report

Any performance reporting should identify what percentage of the Support Requests were responded to in accordance with Clause 8.1. Performance should be identified as meeting or not meeting the requirements of Clause 8.1. Taking into account Clause 8.3, any failure to meet the required Service Levels in accordance with the provisions of Clause 8 should be reported during the service review meetings described in Clause 7.1.

### Submission of Performance Reports

These should be compiled and presented during the service meeting described in Clause 7.1 or informally by agreement.

## SCHEDULE 4

### Data Processing

#### Scope

By providing the Support Services set out in this Agreement personal data may be required to be processed by the Service Provider to enable the Service Provider to deliver the Support Services required.

#### Nature

Data is processed as determined by the specific Support Services provided as agreed by the Service Provider for the Client.

#### Purpose

Data is processed as required to meet the requirements of the Contract between the Service Provider and the Client.

#### Duration

As set out in the Service Providers Data Retention Policy.

#### Types of Personal Data

Customer user details associated with name, username, IP address, email address, phone number etc. may be processed if required under the Support Services definition.

#### Categories of Data Subject

No special category data (race, ethnic origin, politics, religion, trade union membership, genetics, biometrics ID, health, sex life/orientation), is processed.

#### Organisational and Technical Data Protection Measures

As set out in the Service Providers Data Protection Policy, Privacy Policy and Data Retention Policy.