

PRODUCT SCHEDULE

Managed IT Support

The terms and conditions herein relate only to the Products listed in Clause 1 and are supplemental to those contained in the Framework Agreement and in the event of conflict prevail over the terms of the Framework Agreement.

1 SCOPE

- 1.1 These Product Terms cover Managed IT Support marketed by the Service Provider and defined as:
- i) Managed Support
 - ii) Managed Support Gold
 - iii) Managed Support Platinum
 - iv) Associated services related to the packages described in i) and ii) as described in the relevant Product or Service Description

2 TERM

- 2.1 These Product Terms shall commence on the date of its execution (the “Commencement Date”) by the parties and shall continue until the termination of the final Order Form related to the Products purchased under these Terms.
- 2.2 Each Order Form will specify the Initial Term, which will be the agreed period that the Service Provider provides the Services to the Customer and that the Customer agrees to pay the relevant Charges to the Service Provider. Unless otherwise specified, each Order Form will have a Renewal Term of twelve (12) months, renewable on each anniversary.

3 ORDERING PRODUCTS

- 3.1 The Customer may order Managed IT Support by submitting an Order Form in accordance with the terms of the Framework Agreement.
- 3.2 Provision of Managed IT Support may be subject to survey and subject to agreement of the relevant technical requirement document(s).
- 3.3 The Customer is responsible for providing the Service Provider with all information that is relevant for the provision of the Service, including information requested as part of the Order Form.
- 3.4 The Service Provider reserves the right to request additional information in order to provide a Managed IT Support Product prior to acceptance of a Order Form. Such additional information will be deemed to form part of the Order Form.

- 3.5 The Service Provider will have no responsibility for any failure to provide the Service, or any failure in the Service, which is a result of any failure on the Customer's part to provide accurate and complete information. Failure to provide information as requested may result in delays in the Service commencement and/or charges being applied prior to the Service Commencement Date.
- 3.6 The provision of Services is conditional on a satisfactory Survey and, where applicable, agreement of the Site Wayleave by the Site Owner. The Agreement may be cancelled by either Party without liability if the results of any Survey are in either Party's reasonable opinion unsatisfactory or the Site Wayleave is not agreed.
- 3.7 If a service is cancelled, amended or materially delayed by cause of the Customer's default during the provision of the Service, the Customer shall reimburse the Service Provider for any stranded costs including any charges levied by Third Party Suppliers
- 3.8 The Customer may add to or amend existing Managed IT Support Products by submitting a new Order Form and agreeing new technical requirement document(s) The Contract Term for any change will be as set out in the applicable Order Form.

4 ORDER FORM

- 4.1 The Customer will complete an Order Form for the Services and submit to the Service Provider for acceptance. The Order Form will specify the Services to be provided by the Service Provider, the duration of the Term and the Charges applicable.
- 4.2 In consideration of the payment of the Charges and any other sums payable hereunder, the Service Provider shall provide the Services, save in respect of the Excluded Items, to the Customer for the duration of the Term.
- 4.3 The parties acknowledge that the Services will not be provided in respect of the Excluded Items.

5 COMMENCEMENT OF SERVICES

- 5.1 On a date to be mutually agreed in writing between the parties (the "Setup Date") the Service Provider shall deliver to the Premises the Equipment and any Software which needs to be installed on the Supported Network and carry out the necessary installation. The Service Provider shall be entitled to replace such Software or Equipment with equivalent software or equipment at any time during the Term after having provided the Customer with reasonable prior notice of the same.
- 5.2 The Service Provider shall provide the Service materially in accordance with the Agreement, including the applicable Product or Service Description and the applicable Service Level Agreement.
- 5.3 The Customer must promptly supply the Service Provider with all information and materials reasonably required by the Service Provider to supply the Service. Failure to do so may result in Charges in line with Clause 6.
- 5.4 The Service Provider shall use the reasonable skill and care of a competent managed service provider in providing the Service. However, the Customer accepts that it is technically impracticable to provide the Service entirely free of faults or uninterrupted and the Service Provider does not undertake to do so.

6 CHARGES

- 6.1 Charges for the Services are as agreed on the Order Form and the Service Provider will charge the Customer fair and reasonable costs for the Customer's usage (and any reasonable administration costs) in excess of the Customer's Service usage limit (usage cap).
- 6.2 Unless otherwise specified on the Order Form, Charges will apply from the Service Commencement Date.
- 6.3 The parties agree that should the Customer install, replace, remove or modify any component forming (or intending to form) part of the Supported Network (a "Modification") the Customer shall immediately notify the Service Provider in writing and the Service Provider shall, following such Modification:
- 6.3.1 be under no obligation to provide the Services in respect of such Modification or arising from such Modification; and
- 6.3.2 be entitled to increase the Charges to reflect such Modification;
- and the parties shall mutually agree upon appropriate amendments to the Order Form to reflect such Modification as an Addition to the Order Form.
- 6.4 It is a condition of the Agreement that the Customer pays the Charges in full without any set-off, deduction, withholding, restriction or condition whatsoever.
- 6.5 Other than where Charges are based solely on usage, the Customer's liability for Charges starts from the Service Commencement Date whether or not the Service is used.
- 6.6 Where prior to entering into the Agreement or at any time during its term, the Customer has indicated any anticipated usage/take up levels of the Service and such usage/take up levels are not met, the Service Provider may, without prejudice to any other rights under the Agreement, apply revised Charges.
- 6.7 Once the Services have been activated, if the Customer wishes to terminate a particular Order Form at the end of the Initial Term, then the Customer must provide the Service Provider with 90 days written notice prior to the Initial Term end date of that Order Form. Unless agreed specifically with the Customer, all contracts are 'renewable' contracts. This means that at the end of the Initial Term it becomes a monthly renewable contract. The Customer can only terminate this if the Customer provides the Service Provider with 90 days written notice prior to the Initial Term end date or 30 days' written notice prior to each of the subsequent 'renewal' periods.
- 6.8 If the Customer wants to end any part of the Services or the contract early (during the Initial Term or any subsequent renewal period), the Customer will be liable to pay the Service Provider an early termination fee. If the contract is terminated by the Customer prior to the end of the Initial Term or subsequent renewal period, then 100% of the charges for the Services for the remainder of the Initial Term, or subsequent renewal period where that period has started, are payable in full. The value of the Services will be based upon the average of the last three months' invoices issued by the Service Provider prior to the receipt of notice of termination.
- 6.9 Any charges levied on the Service Provider by Third Party Suppliers relating to terminated services shall be passed on to the Customer.

7 EQUIPMENT

- 7.1 Following any Installation, the Customer shall be responsible for the Equipment and must not add to, modify or in any way interfere with the Equipment, nor allow anyone else (other than someone authorised by the Service Provider) to do so. The Customer will be liable to the Service Provider for any loss or damage to the Equipment, except where such loss or damage is due to fair wear or tear or is caused by the Service Provider or any of its Contractors.
- 7.2 The Customer must ensure that any equipment connected to or used with the Services is connected and used in accordance with any applicable instructions, safety or security procedures and performs to published specifications for such equipment.
- 7.3 The Customer must ensure that any equipment which is attached (directly or indirectly) to the Services, is technically compatible with the Services and approved for that purpose under any relevant legislation.
- 7.4 Except as may be otherwise specifically provided under this Product Schedule, the obligations and responsibilities of the Service Provider under this Product Schedule are solely to the Customer and not to any third party. To the extent permitted by law, and subject to the limitations of liability in the Framework Agreement, the Customer will indemnify the Service Provider against any liabilities or costs arising from and all claims by any third party in connection with the use of the Services.

8 MONITORING SERVICES

- 8.1 The Service Provider shall provide during the Term, a remote monitoring service in respect of the Supported Network to detect abnormalities which suggest it is not in Good Working Order.
- 8.2 Upon the Service Provider detecting that the Supported Network is not in Good Working Order, it shall, as soon as reasonably practicable during Normal Business Hours, provide the Customer with a Support Ticket setting out the Service Priority Level in relation to the detected Fault and thereafter carry out the Remote Support Services in respect of the Fault in accordance with the terms of Clauses 10.3 to 10.5 of the Framework Agreement.
- 8.3 Where a Fault can be remedied under any valid warranty in place between the Customer and the manufacturer of the relevant item(s) of Customer Equipment or the Customer has entered into a maintenance contract with the manufacturer of the relevant item(s) of Customer Equipment or any third party in relation thereto, the Service Provider shall liaise between the Customer and such manufacturer or other third party to reasonably endeavour to secure the repair or replacement of the relevant item(s) of Customer Equipment.

9 MAINTENANCE SERVICES

- 9.1 The Service Provider shall provide such preventative and corrective maintenance services during Normal Working Hours as it reasonably considers necessary for the proper functioning of the Service.
- 9.2 If the Customer detects any defect or impairment in the operation or performance of the Service, the Customer must notify the Service Provider's Service Desk of the nature of such defect or impairment.

- 9.3 The Service Provider will be entitled to charge, and the Customer will pay a service fee at the Service Provider's then current charging rates in the event that the need for any maintenance results from any one or more of the following:
- 9.3.1 Misuse or neglect of or accidental or wilful damage to the Equipment, and/or Service; or
 - 9.3.2 Accidental or wilful disconnection of the Equipment, and/or Service; or
 - 9.3.3 Customer's failure to comply with any of the provisions of the Agreement; or
 - 9.3.4 A fault in, or other problem associated with, any telecommunications system not run by the Service Provider or in the Customer Equipment; or
 - 9.3.5 Faults of a minor or intermittent nature which do not significantly affect the provision of the Service.
- 9.4 The Service Provider shall as and when necessary at its discretion during the Term, install on the Supported Network:
- 9.4.1 patches;
 - 9.4.2 optimisation tools;
 - 9.4.3 bandwidth monitoring tools;
 - 9.4.4 anti-virus and malware protection;
 - 9.4.5 e-mail spam filtering tools; and
 - 9.4.6 web filtering tools.
- 9.5 Outages or Service Interruptions may be made by the Service Provider when, in its reasonable opinion, they are necessary for the provision of the Maintenance Services. The Service Provider will use reasonable endeavours to minimise Outages and Service Interruptions and will endeavour to schedule them outside of Normal Business Hours so as to minimise impact on the provision of the Monitoring Services.

10 SUPPORT SERVICES

- 10.1 The Service Provider shall provide the Support Services as set out in the terms of each Order Form and this Clause 10.
- 10.2 Subject to Clause 10.5, the Remote Support Services shall be provided during Normal Business Hours upon the Service Provider receiving a request for the correction of a Fault from the Customer by either telephone, e-mail or via the online client portal in accordance with the contact details set out in the relevant Product or Service Description or as otherwise notified in writing to the Customer.
- 10.3 Upon receipt of a Support Notification, the Service Provider shall determine the priority of the request, assign a Service Priority Level to it and provide the Customer with a unique reference number in respect of the support request setting out its Service Priority Level (a "Support Ticket").
- 10.4 The Service Provider shall allocate at least one of its personnel to each Support Ticket who shall respond to the Customer within the Remote Response Time (starting from the time at which the Service Provider sends the Support Ticket to the Customer) to inform it that remedial action is being taken in respect of the relevant Support Ticket. The Customer shall thereafter be provided with updates as to progress made to remedy the issue within the Update Frequency Period until the issue has been resolved. However, the parties acknowledge that the Service Provider may, acting reasonably in the course of providing the Remote Support Services, amend the Service Priority Level in respect of a Support Ticket and re-issue such Support Ticket to the Customer and, for the avoidance of doubt, thereafter the progress updates shall be provided to the Customer in accordance with the revised Update Frequency Period.

- 10.5 The Service Provider shall only provide the Remote Support Services outside of Normal Business Hours if it agrees to do so in writing with the Customer. Any such performance of the Remote Support Services shall either be charged on a time spent basis in accordance with the Service Provider's then current Billing Rates or, if applicable, as set out in the Charges relating to the provision of Remote Support Services outside of Normal Business Hours in the relevant Order Form.
- 10.6 Should the Service Provider, in its reasonable opinion, decide that the provision of the Remote Services is unable to remedy the Fault relating to a Support Ticket, it shall inform the Customer and the Customer may request the provision of the Onsite Support Services, whereupon the Service Provider shall schedule a visit to the relevant Premises, during Normal Business Hours, to carry out the remedial work necessary in respect of the Support Ticket.
- 10.7 The parties acknowledge that the Onsite Support Services shall either be charged on a time spent basis in accordance with the Service Provider's then current Billing Rates or, if applicable, as set out in the Charges relating to the provision of Onsite Support Services in the relevant Order Form.
- 10.8 The Service Provider shall be under no obligation to provide the Support Services where its provision arises from any of the following:
- 10.8.1 any failure of Customer or any of its employees to comply with the relevant terms of the Framework Agreement or this Order Form any user manual or other documentation supplied by the Service Provider or a relevant manufacturer;
 - 10.8.2 any breach by the Customer to maintain the environmental conditions recommended by the Service Provider relating to any Customer Equipment; or
 - 10.8.3 any Support Notification in respect of an issue in respect of which three Support Tickets have been previously raised by the Service Provider and the Customer has failed to comply with the Service Provider's previous reasonable recommendations relating to the remedy of the relevant issue; or
 - 10.8.4 any support or maintenance services provided to the Customer in relation to the provision of the Services, the Customer Equipment, Software or Equipment by persons not authorised or approved by the Service Provider; or
 - 10.8.5 any malicious or intentional damage to the Equipment, Customer Equipment or Software by the Customer, its employees, officers, agents or contractors; or
 - 10.8.6 the use by the Customer of the Equipment, Customer Equipment or Software for any purpose which breaches any applicable laws or regulations; or
 - 10.8.7 electrical work external to the Customer Equipment; or
 - 10.8.8 relocation of the Customer Equipment; or
 - 10.8.9 interruptions to the flow of data to or from the internet.
- 10.9 The Service Provider provides no representation or warranty to the Customer that all Faults will be fixed, however it shall exercise its reasonable endeavours to remedy each Fault.

11 ONSITE SUPPORT SERVICES

- 11.1 Should the Service Provider, in its reasonable opinion, decide that the provision of the Remote Support Services is unable to remedy any Fault relating to a Support Ticket, it shall inform the Customer and the Customer may request the provision of the Onsite Support Services, whereupon the Service Provider shall schedule a visit to the relevant Premises, during Normal Business Hours, to carry out the remedial work necessary in respect of the Support Ticket.

12 BACKUP SERVICES

- 12.1 Subject to the Back-up Cap, the Service Provider shall carry out a Full Backup either on, or as soon as reasonable practicable following, the Setup Date and thereafter at its sole discretion during the Term.
- 12.2 Subject to the Back-up Cap, the Service Provider shall carry out Incremental Backups in accordance with the timetable set out in the Scope of Works.

13 RECOVERY SERVICES

- 13.1 The Service Provider shall carry out a Recovery Test as soon as reasonably practicable following the initial Full Backup carried out in accordance with Clause 12.1 and thereafter quarterly during the Term.
- 13.2 The parties shall, further to each Recovery Test, mutually agree in writing upon the Service Level Arrangements, which shall be amended accordingly.
- 13.3 In the event of a Disaster, the Customer shall be entitled to send the Service Provider an invocation notice that it wishes to be provided with the Recovery Services by either telephone, e-mail or via the online client portal in accordance with the relevant Product or Service Description or as otherwise notified by the Service Provider in writing or such other means of notification notified by the Service Provider to the Customer from time to time. Such invocation notice shall only be validly sent if the Customer provides sufficient detail as to the specific Recovery Service required.
- 13.4 The Service Provider shall, following Invocation and within the Service Agreement Levels, carry out either an Item Recovery, Rapid Recovery or Full Site Recovery (depending on the requirements of the Customer).
- 13.5 Further to completion of any Full Site Recovery, the Customer Data restored via such Full Site Recovery (the "Restored Data") shall be stored on the Service Provider's servers at the Service Provider Premises for the duration of the Access Period and the Service Provider shall allow the Customer to remotely access it during the Access Period.
- 13.6 The Service Provider and the Customer shall each use reasonable commercial endeavours as soon as reasonably practicable to restore use of the Supported Network as it was used before the Disaster.
- 13.7 The Customer's entitlement to access the Restored Data and the Service Provider's obligation to maintain its storage on its servers at the Service Provider Premises shall terminate on the earliest of the ending of the Access Period or (in accordance with Clause 13.6) the restoration of the Supported Network. The Customer hereby irrevocably authorises the Service Provider without liability or obligation to the Customer and without prejudice to the Service Provider's other rights or remedies to effect such vacation if for whatever reason the Customer has not done so within such time.
- 13.8 If the Customer wishes to extend the Access Period, it shall notify the Service Provider in writing as far in advance as practicable. The Service Provider makes no commitment that it shall extend the Access Period but shall use reasonable commercial endeavours to do so and any such extension shall be charged in accordance with the Charges.

14 CUSTOMER OBLIGATIONS

- 14.1 The Customer shall be responsible for maintaining an internet connection, in such form as directed by the Service Provider, in order to enable provision of the Services.
- 14.2 The Service Provider does not warrant that the Services or other services provided hereunder will cause the Supported Network to operate without interruption or error but will make all reasonable endeavours to ensure that it does.
- 14.3 The Customer is required at all times during the Term to maintain the Supported Network in good order and working condition, operated in a proper manner by the users and to ensure that appropriate environmental conditions are maintained for the Supported Network.

15 VARIATION

- 15.1 Unless otherwise set out in this Product Schedule any variation to the Product Schedule shall be agreed by the Parties in writing.
- 15.2 Notwithstanding Clause 15.1 the Service Provider reserves the right to amend or vary the Product Schedule, by giving the Customer 30 days' written notice thereof.
- 15.3 If the Customer requests and the Service Provider agrees to a change of Service (including without limitation adding, deleting or exchanging a Service) or a change of Site, the Customer must complete such formalities as the Service Provider shall require giving effect to such a change and the Customer must pay to the Service Provider its then current charges for such change and to reflect such change the Service Provider may without notice reasonably revise the Charges.
- 15.4 Subject as stated in this Clause, the Service Provider may upon reasonable notice vary the Service from time to time, provided that the new service will have at least equivalent functionality and service levels to the original Service.
- 15.5 The Service Provider may otherwise modify or cancel the Service, or part of a service, for a number of reasons including end of life, in the event that the Service Provider's Third-Party Suppliers' services are altered so as to affect the provision by the Service Provider of the Service or there is a technical or regulatory reason to do so.

Appendix 1: Definitions

Terms used in this Product Schedule shall have the meanings given to them in Clause 1 of the Framework Agreement, save as set out in the definitions below and as otherwise defined in the Order Form:-

“Access Period”	means the period of weeks commencing on completion of a Full Site Recovery during which the Service Provider shall store the Restored Data on its servers at the Service Provider Premises and the Customer shall be granted remote access to such Restored Data in accordance with Clause 13.5;
“Back-up Cap”	means the maximum amount of Customer Data that may be stored by the Service Provider further to provision of the Backup Services as set out in the Order Form;
“Back-up Services”	means the Full Back Up and Incremental Backup as further described in Clause 12;
“Charges”	means all charges as specified on the relevant Order Form and as defined in accordance with Clause 6;
“Commencement Date”	has the same meaning as Service Commencement Date and has the meaning given to it in Clause 2.1;
“Contractor”	means any third party with whom the Service Provider contracts in order to provide the Services;
“Disaster”	an unplanned event or circumstance affecting the Customer resulting in the interruption of, or its inaccessibility to, all or part of the Supported Network which causes significant business impact to the Customer, thereby justifying Invocation;
“Equipment”	means the equipment necessary to provide the Services that requires installation at the Premises;
“Excluded Items”	means the parts of the Supported Network and any faults in respect of which the Services are not provided, as listed in the Order Form;
“Full Backup”	means a backup by the Service Provider of all the Customer Data on the Supported Network;
“Full Site Recovery”	means, further to an Invocation, the restoration to the Service Provider’s servers located at the Service Provider Premises of all of the Customer Data backed-up by the Service Provider in accordance with the most recent Full Backup prior to that Invocation and each Incremental Backup carried out further to that Full Backup;
“Good Working Order”	means the Supported Network operating in accordance with its specifications;

“Incremental Backup”	means a backup by the Service Provider of all the Customer Data on the Supported Network which was not present on the Supported Network at the time of the previous Full Backup;
“Initial Term”	means, the Minimum Contract Period as specified in the Order Form;
“Invocation”	means receipt by the Service Provider of the Customer's invocation notice requesting the Recovery Services in accordance with Clause 13.3;
“Item Recovery”	means, further to an Invocation, the restoration to the Supported Network of such individual files, emails, mailboxes, contacts or calendar items requested by the Customer which have been backed-up by the Service Provider in accordance with the provision of the Back-Up Services;
“Maintenance Services”	means the services to be provided by the Service Provider in accordance with Clause 9;
“Monitoring Services”	means remote monitoring services to be provided by the Service Provider in accordance with Clause 8;
“Onsite Support Services”	means the remedial support services to correct Faults to be carried out by the Service Provider on the Premises as set out in Clause 11;
“Outage”	means any period during which there is a total loss of the provision of the Monitoring Services;
“Order Form”	means a document setting out details of the Services and any Deliverables to be provided to the Customer; a signed quotation can constitute an Order Form;
“Rapid Recovery”	means, further to an Invocation, the restoration to the Supported Network of all of the Customer Data backed-up by the Service Provider in accordance with the most recent Full Backup prior to that Invocation and each Incremental Backup carried out further to that Full Backup;
“Recovery Services”	means the Item Recovery, Rapid Recovery and Full Site Recovery as further described in Clause 13;
“Recovery Test”	a test, by the Service Provider, of the provision of the Recovery Services;
“Remote Response Time”	means the period of time (during Normal Business Hours) as set out in Appendix 2;
“Renewal Term”	has the meaning given to it in Clause 2.2;
“Restored Data”	has the meaning given to it in Clause 13.5;

“Scope of Works”	means the document that specifies, where relevant, the Services agreed, the technical and user particulars, and the implementation;
“Service Level Arrangements”	means the period of time, further to an Invocation, that the Service Provider shall provide the applicable Recovery Services in accordance with Product or Service Description and the applicable Service Level Agreement
“Service Priority Level”	means the level of priority assigned to a Support Notification in accordance with Schedule 2;
“Service Provider Premises”	means the pre-defined data centre identified in the Order Form or such other location as the Service Provider may notify to the Customer in writing from time to time;
“Service Interruption”	means any period during which there is a partial loss of the provision of the Monitoring Services;
“Services”	means the Back-up Services, Monitoring Services, Maintenance Services, Onsite Support Services and Recovery Services, and as specifically defined within the Order Form;
“Setup Date”	has the meaning given to it in Clause 5.1;
“Software”	has the meaning given to it in the Framework Agreement, or as specified in the Order Form;
“Supported Network”	the Customer Equipment, as set out in the Order Form, in respect of which the Services are provided;
“Service Commencement Date”	has the same meaning as Setup Date, given to it in Clause 5.1;
“Term”	means the Initial Term and each subsequent Renewal Term; and
“Update Frequency Period”	means the period of time (during Normal Business Hours) set out in Appendix 2;

Appendix 2: Service Performance

Service Priority Level	Remote Response Time	Update Frequency Period
Critical	15 minutes	Every 1 Hour
High	30 minutes	Every 2 Hours
Medium	90 minutes	Every 8 Hours
Low	4 hours	Every 24 Hours

Service Priority Level	Description
Critical	<p>Complete or partial failure of either: (a) the provision of the Services; (b) the Customer Equipment (save for the Customer's hardware); or (c) the Software, causing significant material business impact to the Customer.</p> <p>Note: This is determined by the Service Provider.</p>
High	<p>Partial failure of either: (a) the provision of the Services; (b) the Customer Equipment (save for the Customer's hardware); or (c) the Software, without causing significant material business impact to the Customer.</p>
Medium	<p>Partial failure of either: (a) the provision of the Services; (b) the Customer Equipment (save for the Customer's hardware); or (c) the Software, without causing any business impact to the Customer.</p>
Low	<p>No failure of either: (a) the provision of the Services; (b) the Customer Equipment (save for the Customer's hardware); or (c) the Software, rather a Fault requiring the administrative assistance of the Service Provider</p>