

MANAGED IT SUPPORT SERVICES TERMS

These IT Support Services Terms apply to the Agreement between the Customer and the Company where IT Support Services are purchased. These IT Support Services Terms apply in addition to the General Terms and Conditions in relation to the IT Support Services only.

1. Definitions

1.1 All terms in capitals used herein shall have the meaning given to them below unless defined otherwise in the main terms of the Agreement

“Content” means any design, software, source code, artwork, copy, drawing, data, specification, annual, content or other information (on whatever media stored including but not limited to electronic and printed media and materials) used or created by the Company (or its consultants) in providing the IT Support Services;

“Customer Data” means any information or data provided by the Customer or Authorised Users to the Company in connection with the IT Support Services;

“SLA” means any SLA set out in the SOW that applies to use of the IT Support Services;

“Term” means any term set out in a Purchase Order or SOW for the provision of the IT Support Services.

2. Appointment

2.1 The Customer appoints the Company to supply the IT Support Services as described in more detail in the SOW to the Customer in accordance with the terms of the Agreement.

3. Supply of the IT Support Services

3.1 The IT Support Services shall commence on the Effective Date set out in the Purchase Order for the IT Support Services and shall (subject to any provisions on termination) continue for the Term set out in the Purchase Order, for the IT Support Services.

3.2 Unless expressly stated otherwise in a customised SLA, the Company will respond to requests for IT Support Services within 4 hours during Business Hours. [The Company will endeavour to remedy any defects notified to it and/or provide IT Support Services within 4 hours during Business Hours.]

3.3 The Company does not warrant that it will be able to fix any issues notified to it. In particular, the Customer acknowledges that the IT Support Services do not cover resolution of, without limitation, the following: systems we do not have admin control over or access to, software and operating systems that are no longer supported by their vendor, hardware repair, computer hardware 5 years or older,

4. Obligations of the Company

The Company shall:

- 4.1 Provide the IT Support Services to the Customer as set out in the SOW and any SLA contained therein.
- 4.2 Provide the IT Support Services with reasonable skill and care.
- 4.3 Where delivery of the IT Support Services is prevented or delayed by any act or omission of the Customer or failure of the Customer to perform any of its obligations, without limiting its other rights or remedies, have the right to suspend performance of the IT Support Services until the Customer remedies its default, and to rely on the Customer's default to relieve the Company from the performance of any of its obligations to the extent that the default prevents or delays performance of any of the Company's obligations. Furthermore, the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations and the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by it arising directly or indirectly from the Customer's default.

5. **Obligations of the Customer**

The Customer shall:

- 5.1 Ensure before entering into the Agreement that the description of the IT Support Services out in the SOW is complete and accurate.
- 5.2 Perform any tasks allocated to it in the SOW.
- 5.3 Provide or arrange such reasonable support, assistance, materials and equipment (which shall be at the Customer's expense) as the Company may reasonably require to enable it to properly provide the IT Support Services and so that the Company is not delayed in performing its obligations under the Agreement.
- 5.4 The Customer acknowledges that the Company's ability to provide the IT Support Services is dependent upon the Customer's full and timely co-operation as well as the accuracy and completeness of Customer Data.
- 5.5 Ensure that Customer Data does not infringe any applicable laws, regulations or third party rights (including, without limitation, IPRs).
- 5.6 Unless expressly stated otherwise in the Agreement, maintain its own backups of all Customer Data.

6. **Fees, Invoicing and Payment**

- 6.1 All Fees shall be calculated as set out in in the SOW.
- 6.2 The Company shall invoice the Customer the Fees for the provision of the IT Support Services as set out in the Purchase Order or SOW.
- 6.3 The Customer shall pay the Company all Fees as set out in the Purchase Order.
- 6.4 The Company may increase any Fees once in any 12 month period of the term. The Company shall give the Customer as least 60 days notice in writing of any proposed increase in the Fees. If such increase is not acceptable to the Customer it must notify the Company in writing within 30 days of the date of the notice that it wishes to terminate the Services and such termination notice shall be effective on the expiry of the 60 day notice period, unless the parties agree otherwise in writing.

7. **Intellectual Property**

- 7.1 All existing and future IPRs included in the provision of the IT Support Services, (excluding all Customer Data) shall vest solely and exclusively in the Company. The Customer shall have no title, right or interest whether legal or beneficial in the IT Support Services or any IPRs including any source code contained therein.
- 7.2 The Customer shall retain sole ownership of all rights, title and interest in and to Customer Data and its pre-existing IPR and shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data and its pre-existing IPR. The Customer grants the Company a non-exclusive, licence to use Customer Data, Customer pre-existing IPR and any third party owned item to the extent required for the Company to provide the IT Support Services.
- 7.3 All Content is provided to the Customer (“as is”). The Company is not responsible for any breaches of IPRs of a third party caused by the Customer using any Content the Company provides to the Customer as part of the IT Support Services. It is the sole and exclusive duty of the Customer to check and ensure that use of any Content does not breach the IPRs of a third party.

8. Term and Termination

- 8.1 The IT Support Services shall commence on the date set out in the Purchase Order or SOW and shall continue until expiry of any fixed term set out in the Purchase Order or SOW, completion of the IT Support Services or pursuant to any early termination right available under the terms of the Agreement.

9. Miscellaneous

- 9.1 In the event of any inconsistency between the content of these IT Support Services Terms and the remainder of the terms of the Agreement, the Order Form shall prevail followed by these IT Support Services Terms, the General Terms and Conditions and then any schedules referred to in the Agreement in their numerical order.