

SUPPORT SERVICE AGREEMENT



TERMS & CONDITIONS

| HELPDESK FUNCTIONS | SYSTEM ADMINISTRATION |
|---|---|
| <ul style="list-style-type: none">• Help desk 8.30am until 6pm Mon to Fri• Business critical response time 4 hours• Non-business critical response time 8 hours• Immediate fault fixing by phone (where possible)• Controlled call closure• Suggestions for system upgrades, changes and training• Remote control user support• Liaison with end-users | <ul style="list-style-type: none">• Daily pro-active monitoring and reporting on all appropriate equipment• 24/7 proactive monitoring and reporting on backups, antivirus, and network capacity• Updates as required• Printer administration• System backups• Technology investment planning• Business Intelligence reports |

1. SERVICES

First Line Support

Our First Line Support engineers on the help desk will endeavour to resolve an issue immediately by phone or remote control software whenever possible. If they cannot resolve it, First Line will raise a case and Second Line Support will assess the issue within 4 hours for business critical and 8 hours for non critical within the definitions below

Second Line Support

If our Second Line Support engineers determine the issue cannot be resolved by phone or with remote control software, a site visit will be offered to you within the service level agreements below

1.1 HELPDESK HOURS OF SERVICE

Mon- Fri 8:00am-6pm

These times exclude public and bank holidays. All contracts are based within the confines of these times, unless otherwise agreed in writing

1.2 BUSINESS CRITICAL DEFINITIONS

Business Critical: The Customer functions at less than 50% operational capacity due to technical issues

Non Critical: The Customer functions at above 50% operational capacity despite technical issues

SUPPORT SERVICE AGREEMENT



1.3 ONSITE TECHNICAL SUPPORT

| | | |
|-------------------|---|-----------------------------------|
| Priority 1 | Entire system down e.g. Server/ network failure | Onsite with 4 working hours |
| Priority 2 | Computer/Laptop Failure | Onsite by end of next working day |
| Priority 3 | Intermittent problems and peripheral items | Onsite within 16 working hours |

2. START AND END OF THIS AGREEMENT

The support period begins on the date agreed by you and us on after completion of the initial network assessment. After the initial period, the agreement runs on an annual basis. This agreement renews automatically per annum unless cancelled 90 days prior to the renewal date

Either of us may give notice to terminate this agreement

Either of us may end this agreement by immediate notice if the other is in serious breach of contract and has failed to rectify the breach within 14 days of a written requirement to do so. In this term "notice" means written notice by recorded delivery to our head office

3. CHARGES AND PAYMENT

The agreed fee is payable in advance unless otherwise agreed in writing

Any and all service and responsibility by Emerald IT Managed Solutions will cease if the Customer does not keep up payments, as defined by a payment not being received before the next invoice is due, or within the standard credit terms, or as otherwise agreed

Emerald IT Managed Solutions reserves the right to pursue the Customer for any and all outstanding monies owed under the terms of this agreement

4. RESPONSIBILITIES

At all times it is the Customers' responsibility to ensure that the cost of provision of the agreement is kept to a minimum

Physical and logical access must be allowed where reasonably requested for the purpose of fulfilling this agreement. Where access has been pre-arranged but then is unavailable, a callout charge will be levied

Provision, location, and tracking of software licenses and the legality of the software and equipment (including safety) in use by the Customer is entirely the Customers' responsibility

In all dealings with Emerald IT Managed Solutions you undertake to act in a professional and non-abusive manner

Where the Customer is a company or organisation with several employees, an authorised representative for the Customer (for example, a director) must provide Emerald IT Managed Solutions with the name(s) of representatives who may authorise chargeable work and or supply of goods to the Customer. Furthermore, a central point of contact should be nominated to manage dialogue between the Customer's employees and representatives of Emerald IT Managed Solutions. This means that when dealing with faults for example, there is one point of contact within the Customer's organisation who will report the fault to Emerald IT Managed Solutions, and this person will be updated as the fault progresses to a resolution

Under the terms of this agreement Emerald IT Managed Solutions commits to:

- ensure with reasonable effort that the Customer has a working computer system available to them during a normal working day

SUPPORT SERVICE AGREEMENT



- provide workable solutions, as agreed with the Customer, where the normal mode of operation is interrupted or must be changed
- advise the Customer of any course of action that is to be undertaken which may introduce a delay to the normal operation of the customer's business

We are not responsible for fixing defects inherent in hardware or software applications originating from third parties, even if we buy them on your behalf. Our responsibilities in relation to such defects are limited to diagnosis and liaising with the application supplier on your behalf. This agreement is not a substitute for a maintenance agreement with a supplier or distributor of specialist hardware or software. Third party software (excluding Microsoft) must have the appropriate level of technical support with the software provider or an approved support partner. Any work required on third party software is outside the remit of this agreement

We are not liable for any delays or failures on the part of third party suppliers. We are not liable for economic, consequential or indirect loss or damage, or for loss of profit, business, revenue, goodwill or anticipated savings

5. CONFIDENTIALITY

Emerald IT Managed Solutions agree that during the course of our appointment under this agreement we are likely to obtain knowledge of confidential information not in the public domain. We confirm that:

- we shall not use such information other than during the continuance of this agreement and in connection with the provision of services
- we shall not at any time after the date of this agreement (save as required by law) disclose or divulge to any person, other than to officers and employees of the Customer whose province it is to know the confidential information, and we shall use our best endeavours to prevent the publication or disclosure of any confidential information by any other person

The restrictions above shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of Emerald IT Managed Solutions

6. CHANGES TO THIS AGREEMENT

We may give you one month's notice to change any of the terms of this agreement (including our charges). We may give this notice by email to the email address set out in 'Customer Details' which may include a hyperlink to a page on our website showing the updated terms

If you do not wish to accept a change we have notified to you, you may within that month give us notice to end this agreement under clause 2. If you do so then the former terms will remain in place for the entire notice period

If you do not give us notice to end this agreement within that one month period, you will be deemed to have accepted the changes notified to you, and the changes will take effect at the end of that period

7. DATA PROTECTION & DATA PROCESSING

Both parties will comply with all applicable requirements of the Data Protection Legislation. The Customer is the Data Controller and Emerald IT Managed Solutions is the Data Processor as defined in the Legislation

8. THIRD PARTY RIGHTS

No person who is not a party to this agreement has any rights under the Contracts (Rights of Third Parties) Act 1999, without prejudice to any right or remedy which exists or is available apart from under that Act

9. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties relating to its subject matter. Subject to clause 6, no changes shall be valid unless in writing and signed by both parties

SUPPORT SERVICE AGREEMENT



10. FORCE MAJURE

If either party to this agreement is prevented or delayed in the performance of any of its respective obligations under this agreement by “force majeure”, then such party shall be excused the performance for so long as such cause of prevention or delay shall continue

For the purpose of this agreement ‘force majeure’ shall be deemed to be any cause affecting the performance of this agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:

- Strikes, lockouts or other industrial action
- Terrorism, civil commotion, riot, invasion, war threat or preparation for war
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport
- Political interference with the normal operations

11. LAW & JURISDICTION

This agreement is governed by the laws of England & Wales and the parties submit to the jurisdiction of the Courts of England & Wales