

## SERVICE SPECIFIC TERMS

### PART 1 MANAGED IT SUPPORT SERVICES

#### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this schedule.

##### 1.1. Definitions:

<b>Approved Software</b>	Supported Software as defined in the Master Service Agreement and as specified in Appendix C in this Schedule;
<b>Commercially Reasonable Efforts</b>	the same degree of priority and diligence with which Netcalibre meets the support needs of its other similar customers;
<b>Contact List</b>	a current list of Supplier contacts and telephone numbers to enable the Customer to escalate its Support Requests, including:  the first person to contact, and;  the persons in successively more qualified or experienced positions to provide the support sought;
<b>Customer Cause</b>	any of the following causes:  any improper use, misuse or unauthorised alteration of the Services by the Customer;  any use of the Services by the Customer in a manner inconsistent with the Service Specification or instructions (written or verbal) given by Netcalibre;  the use by the Customer of any hardware or software not approved by Netcalibre for use by the Customer in connection with the Services; or  the use of a non-current version or release of any software;
<b>Data Backup Services</b>	Means the services described in clause 8.1.

<b>Fault</b>	any failure of the Services to operate in all material respects in accordance with the Service Specification;
<b>Help Desk Support</b>	any support provided by help desk technicians sufficiently qualified and experienced to identify and resolve most support issues;
<b>Higher Level Support</b>	any higher-level support provided by an individual on the Contact List;
<b>Master Service Agreement</b>	Netcalibre's Terms and Conditions provided as part of this document;
<b>Minimum Standards Policy</b>	Our minimum standards policy which sets out the hardware and software requirement you must have in place, available at <a href="https://netcalibre.uk/minimum-standards-policy">https://netcalibre.uk/minimum-standards-policy</a> , as it may be amended from time to time.
<b>Out-of-scope Services</b>	<p>any of the following services:</p> <p>any services provided by Netcalibre in connection with any apparent problem regarding the Services reasonably determined by Netcalibre not to have been caused by a Fault, but rather by a Customer Cause or a cause outside Netcalibre's control (including any investigational work resulting in such a determination); or</p> <p>any Higher-level Support provided in the circumstances specified in clause 2.3;</p>
<b>Service Credits</b>	as defined in the Master Service Agreement and specified in the table set out in clause 6.1 of this Schedule;
<b>Service Levels</b>	<b>as defined in the Master Service Agreement and specified in the table set out in clause 5.1 of this Schedule;</b>
<b>Service Specification</b>	the specific services, functions and deliverables (if any) to be provided by Netcalibre to the Customer as detailed in Appendix C;
<b>Solution</b>	<p>either of the following outcomes:</p> <p>correction of a Fault; or</p>

a workaround in relation to a Fault (including a reversal of any changes to the Supported Software if deemed appropriate by Netcalibre) that is reasonably acceptable to the Customer.

**Support Request** a request made by the Customer for support in relation to the Services;

**Support Services** maintenance of the then-current version or release of the Supported Software, including Help Desk Support and Higher-level Support, but excluding any Out-of-scope Services.

**Third Parties** other suppliers, service providers, vendors and other third parties contracted with the Customer.

- 1.2. The following rules of interpretation shall apply:
  - 1.2.1. terms, as defined in the Master Service Agreement, shall have the same meaning when used in this Schedule; and
  - 1.2.2. rules of interpretation in the Master Service Agreement shall apply to this Schedule; and
  - 1.2.3. Appendix A, B and C shall form part of this Schedule.

## **2. SERVICES AND SUPPORT**

- 2.1. Netcalibre shall provide the Support Services in accordance with the Service Specification.
- 2.2. As part of the Support Services, Netcalibre shall:
  - 2.2.1. provide Help Desk Support by emailing support@netcalibre.uk or in business-critical situations please call 020 3026 2626 choosing option 2 for support.
  - 2.2.2. commit appropriate resources to the provision of Higher-Level Support;
  - 2.2.3. where Help Desk Support is not provided within the relevant Service Level response time, and the Customer escalates its Support Request to an individual of appropriate qualification or experience on the Contact List, provide Higher-Level Support;
  - 2.2.4. use Commercially Reasonable Efforts to correct all Faults reported under clause 4; and
  - 2.2.5. provide technical support for any software provided by Netcalibre as part of the Support Services in accordance with the Service Levels.
- 2.3. Any Higher-level Support requested by the Customer and provided by an individual whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request shall be deemed an Out-of-scope Service, provided that an appropriately qualified or experienced individual was available at the time when the Higher-level Support was sought.
- 2.4. Netcalibre may reasonably determine that any services are Out-of-scope Services. If Netcalibre makes any such determination, it shall promptly notify the Customer of that determination.
- 2.5. The Customer acknowledges that Netcalibre is not required to provide Out-of-scope Services.

### **3. FEES**

- 3.1. In addition to the Service Fee, Netcalibre shall be entitled to charge (on a time and materials basis) where:
  - 3.1.1. no Fault is found;
  - 3.1.2. Out-of-scope Services are required; or
  - 3.1.3. the cause of the incident that gave rise to the Support Request is one or more of the following:
    - (a) that power has been switched off or disconnected from a socket, device or external power supply unit;
    - (b) that a network cable is disconnected at the device, data point, switch or hub, including at the communications cabinet;
    - (c) that that the fault relates to a telephone line and/or broadband circuit unless the telephone line and/or broadband service has been supplied and is currently supported by Netcalibre under a managed services agreement;
    - (d) that the fault relates to a Wi-Fi router unless that Wi-Fi router has been supplied and is currently supported by Netcalibre under a managed services agreement; or
    - (e) Netcalibre reasonably believes that the fault has been caused (wholly or in part) by damage or interference with equipment or software by the Customer.

### **4. Submitting support requests**

- 4.1. Each Support Request shall include a description of the Fault and the start time of the incident.
- 4.2. The Customer shall provide Netcalibre with:
  - 4.2.1. prompt notice of any Faults; and
  - 4.2.2. such output and other data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to Netcalibre in writing) remote access to the Customer's information technology systems and infrastructure, as are reasonably necessary to assist Netcalibre to reproduce operating conditions similar to those present when the Customer detected the relevant Fault and to respond to the relevant Support Request.
- 4.3. The Customer acknowledges that to properly assess and resolve Support Requests, it may be necessary to permit Netcalibre direct access at the Customer's premises to the Customer's information technology systems and infrastructure and the Customer's files, equipment and personnel.

4.4. The Customer shall provide such access promptly, provided that Netcalibre complies with all the Customer’s security requirements and other policies and procedures relating to contractors entering and working on the Customer’s premises as previously notified to Netcalibre in writing.

**5. SERVICE LEVELS**

5.1. Netcalibre shall:

5.1.1. prioritise all Support Requests based on its reasonable assessment of the severity level of the Fault reported; and

5.1.2. address all Support Requests in accordance with the responses times (“**Response Times**”) and solution times (“**Solution Times**”) specified in the table set out below:

Affected Service	Priority	Response Time	Solution Time
Service not available (all users and functions unavailable)	1	30 mins	8 Business hours
Significant degradation of service (large number of users or business critical functions affected)	2	30 mins	16 Business hours
Limited degradation of service (limited number of users or functions affected, business process can continue)	3	30 mins	40 Business hours
Service Requests (e.g. new equipment request / new starter or leaver)	4	30 mins	56 Business hours

5.2. Netcalibre and the Customer may agree to vary the Service Level Response Times and Solution Times.

5.3. Netcalibre shall give the Customer regular updates of the nature and status of its efforts to correct any fault.

5.4. The Customer acknowledges that the achievement of the Service Levels by Netcalibre may require the co-ordinated, collaborative effort of Third Parties.

- 5.5. The response times shown in the table above shall not apply to the following:
- 5.5.1. additions, moves or changes to users, devices, configurations or network;
  - 5.5.2. issues reported otherwise than in accordance with clause 4.2 above;
  - 5.5.3. issues reported outside of Office Hours;
  - 5.5.4. issues caused by Equipment or Supported Software not meeting Netcalibre's Minimum Standards Policy (**See Section 7 and <https://netcalibre.uk/minimum-standards-policy>**)
  - 5.5.5. requests relating to software that is not Approved Software;
  - 5.5.6. requests relating to software that is not Supported Software;
  - 5.5.7. issues that have been caused by the Customer not acting on advice or recommendations given by Netcalibre;
  - 5.5.8. issues caused by the Customer or third parties modifying any Equipment or Supported Software configuration;
  - 5.5.9. issues related to user-initiated virus and malware infections;
  - 5.5.10. issues involving the sourcing of Equipment or Supported Software; and
  - 5.5.11. issues involving Equipment or Supported Software that are not under current warranty or maintenance coverage.

## **6. SERVICE CREDITS**

- 6.1. If Netcalibre fails to provide a Solution within the relevant Service Level Solution Time, the Customer may be eligible for a Service Credit upon request provided that the relevant Fault or other problem:
- 6.1.1. did not result (wholly or in part) from a Customer Cause or a cause outside Netcalibre's control (including, but not limited to, a Force Majeure event or any delay or failure by a Third Party); and
  - 6.1.2. was promptly notified to Netcalibre under clause 4.2
  - 6.1.3. Netcalibre shall evaluate all information reasonably available to it and make a good faith determination of whether a Service Credit is owed.
- 6.2. The amount of the Service Credit will be equivalent to a day's Service Fee per each hour or part hour in which Netcalibre fails to provide a Solution beyond the Service Level Solution Time.
- 6.3. Service Credits for a month in which Netcalibre fails to provide a Solution within the relevant Service Level Solution Time shall under no circumstances exceed the total monthly Service Fee for the for the same period (pro-rated where the billing period is longer than a month).

- 6.4. The provision of a Service Credit shall be the exclusive remedy for a particular Service Level failure. The Customer acknowledges that it has had the opportunity to obtain independent legal advice on the implications of this clause and agrees to be bound by it.
- 6.5. Service Credits shall be shown as a deduction from the amount due from the Customer to Netcalibre in the next invoice then due to be issued under the Master Service Agreement. Netcalibre shall not in any circumstances be obliged to pay any money or make any refund to the Customer.

## **7. MINIMUM STANDARDS**

- 7.1. In order for Netcalibre to meet the Service Levels, the Customer must have in place the hardware and software requirements set out in our Minimum Standards Policy, which can be found here [<https://netcalibre.uk/minimum-standards-policy>].
- 7.2. Netcalibre may update this list from time to time as certain technologies age and other technologies are released and tested by us.
- 7.3. If the Customer does not have all of the requirements set out in the Minimum Standards Policy in place before the Commencement Date, Netcalibre may, at its sole discretion, provide support for any Supported Software and Hardware that does not currently meet the Minimum Standards Policy. Such support will be charged on a time and materials basis at our usual rates, which can be found here [<https://netcalibre.uk/rates>].

## **8. DATA BACKUP SERVICES**

- 8.1. Where Data Backup Services are included, the following shall apply:
  - 8.1.1. Netcalibre will provide the Customer with the ability to upload its data from its computer systems and store it on third-party servers for the purpose of offsite backup and to restore this data if required;
  - 8.1.2. Netcalibre will allocate to the Customer the designated storage quota for the storage of its data;
  - 8.1.3. Netcalibre will encrypt the Customer's data during transit and storage;
  - 8.1.4. Netcalibre will store the Customer's data in data centres providing a high level of environmental protection and physical security;
  - 8.1.5. Netcalibre will automatically upgrade the Customer's designated storage quota to ensure that its backups will continue uninterrupted should the storage limit be reached.

(the "**Data Backup Service**")

- 8.2. The Customer agrees:
  - 8.2.1. not to permit any third party to use the Data Backup Service;



- 8.2.2. not to store or transmit any unlawful, threatening, defamatory, offensive or pornographic material that constitutes a criminal offence or other unlawful act under any laws;
  - 8.2.3. to securely store its service and access details and that it will not knowingly allow its service and access details, specifically any security codes or passwords, to be viewed or retrieved by any third parties;
  - 8.2.4. to promptly report any actual or suspected security breaches to Netcalibre.
  - 8.2.5. that it is solely responsible for paying in full any costs due to any third party that results from the use of the Data Backup Service.
- 8.3. Whilst Netcalibre will use Commercially Reasonable Efforts to ensure the security and protection of the Customer's data, no warranties are given that:
- 8.3.1. the Data Backup Service will be available at all times without interruption;
  - 8.3.2. data centres will be free from unauthorised physical or remote access;
  - 8.3.3. data stored will be entirely safe from loss or corruption; and
  - 8.3.4. a full restoration of data is always possible.
- 8.4. The Customer's attention is also drawn to the limitations on Netcalibre's liability in Clause 13 of the MSA.

