

SCHEDULE TO THE MASTER SERVICE AGREEMENT

This Schedule forms part of the signed Master Service Agreement as amended from time to time between us (the 'Agreement') and is to be read in conjunction with that Agreement.

Scope of Services

The following services are included and provided as part of the Services under this Schedule:

- Unlimited telephone & remote support on all Microsoft & mutually- agreed 3rd party applications
- Access to 24x7 on-call engineer
- Pro-active Monitoring of infrastructure devices
- Visits from an account manager
- Daily Backup & Health Checks on all the Client's server infrastructure
- Full Ownership of all 3rd party vendors ensuring the Service Provider is the single point of contact
- Retrieval of Data from Tape Media / Online Storage
- Creation and Deletion of user accounts
- Configuring VPN Installations on PC's outside of the office
- Virus / Spyware / Malware Removal
- PC Rebuilds
- Strategic Advice

The following services are NOT included or provided as part of the Services under this Schedule:

- Any onsite work carried out at the Client's Location
- Any on-site work relating to the installation of new hardware
- Any project work
- Any Home-User issues
- Software Upgrades & Installations
- Hardware Upgrades / Installations / Parts Replacement
- Disaster Recovery / Data Recovery
- PC Rebuilds (where we are required to attend site)
- BCP Planning

Response Times

Priority	Respond Within	Example
Urgent	15 minutes	Company Down
High	1 Hour	Multiple users unable to log in (switch down)
Medium	1 Hour	Single User unable to login
Low	1 Hour	Telephone system change

Additional Terms and Conditions

THE SUPPORT SERVICES

- 1.1 The Service Provider shall, throughout the Term of this Agreement, provide the Services to the Client in accordance with the provisions of this the Schedules in this Agreement from time to time.
- 1.2 The Service Provider shall provide Helpline Support during the Response Times set out in the table in this Schedule above and shall use reasonable endeavours to respond to the Client's service query within one hour and, if On-site Support is required, shall use reasonable endeavours to provide the same within four hours of the Client's Helpline Support service query. The Service Provider shall provide On-site Support during the service hours set of 8.00am to 6.00pm on Monday to Friday (inclusive) and shall use reasonable endeavours to respond to all requests for such On-site Support within <<insert time period>> (subject to the relevant clauses which govern the response times applicable to On-site Support which has escalated from a Helpline Support request).
- 1.3 The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.
- 1.4 The Service Provider shall use all due and proper care to ensure that the manner in which it provides the Services does not have any adverse effects upon the name, reputation, image or business of the Client.
- 1.5 At the times and dates set out in this Schedule, the Service Provider shall provide Regular Maintenance, such maintenance to be carried out on the Premises in accordance with the specification set out in this Schedule
- 1.6 The obligations of the Service Provider under clause 6 of the Agreement shall not be affected by the termination of this Schedule
- 1.7 The rights of the Client under Clause 8.8 below shall be in addition to, and without prejudice to, any other rights or remedies of the Client
- 1.8 The Client shall:
- 1.8.1 notify the Service Provider as soon as reasonably practicable if there is: (i) a change in the systems to be supported; or (ii) a change in the number of personne at the Location or the number of users on the systems to be supported; or (iii) a change to the Location from that which has been specified in the Schedules this Agreement. Any changes will be submitted by the Service Provider/ Client in accordance with clause 16 of the Agreement above;

- 1.8.2 procure and maintain the third-party licences and/ or service agreements that are specified in the Schedules to this Agreement in respect of the systems to be supported and shall provide or procure at no charge to the Service Provider any other licences required in order for the Service Provider to access and use the systems to be supported;
- 1.8.3 ensure that the benefit of any unexpired manufacturer's or software publisher's warranty or support agreement for any part of the Supported System (if not supplied by the Service Provider) is assigned to the Service Provider or that the warranty or support agreement can be administered by the Service Provider on the Client's behalf; and
- 1.8.4 except where backup has been selected as an ongoing service in the Schedules to this Agreement, ensure that it takes regular and frequent backups of data processed by or stored on the Supported System.
- 1.9 The Client accepts that any server forming part of the Support Services must benefit from a valid and subsisting manufacturer's warranty at all times during the Term for Support Services. If there is no such warranty or if a warranty will expire during the term of the Services and/ or Products to be provided as specified in the Schedules to this Agreement from time to time, then the Service Provider may procure such a warranty or warranty extension and invoice the Client for the cost of the same.
- 1.10 The Support Services do not include the following which, if the Service Provider agrees and its sole and absolute discretion to provide, shall be treated as an ad-hoc One-Off Service(s) on a consultancy basis and shall be charged accordingly on a time and materials basis:
- 1.10.1 resolving issues arising from any failure of the Client or any of its employees, consultants or agents to comply with the terms of this Agreement or any user manual or other Documentation supplied by the Service Provider or the relevant manufacturer;
 - 1.10.2 visits to locations other than the Location specified in this Agreement;
 - 1.10.3 resolving issues arising from any use of the Support Services by the Client in conjunction with any other equipment or any software not previously approved by the Service Provider;
 - 1.10.4 resolving issues arising from electrical work external to a Support Service itself;
 - 1.10.5 maintenance of equipment not intrinsically part of a Support Service;
 - 1.10.6 resolving issues arising from the attachment or removal of accessories, attachments or other devices by the Client or a third party;
 - 1.10.7 repairs to a Supported System by the Service Provider where it is beyond economic repair, where spare parts are no longer readily available from the manufacturer or, where according to the manufacturer, it has reached end- of- life;
 - 1.10.8 the supply or fitting of consumables such as ribbons, tapes or disks;
 - 1.10.9 recondition or replacement of a Supported System by the Service provider or parts thereof;
 - 1.10.10 putting a Supported System into proper working condition at the commencement of the Supported Services for that Supported System (if it has not been supplied by the Service Provider);
 - 1.10.11 relocation of a Supported System;
 - 1.10.12 the installation or reinstallation of an operating system or a major upgrade of a Supported System;
 - 1.10.13 resolving issues arising from wilful damage to or negligent use of a Supported System;
 - 1.10.14 resolving issues arising from damage which, in the Service Provider's reasonable opinion, results from accident, transportation, neglect or misuse of a Supported System;
 - 1.10.15 resolving issues arising from modifications to a Supported System made without the Service Provider's prior written consent;
 - 1.10.16 resolving issues from attempts by the Client or a third party to repair a Supported System;
 - 1.10.17 resolving issues arising from failure or surge of electrical power, or failure of air condition or humidity control, or physical or electrical stress or abnormal usage, including, without limitation, damage caused by the use of storage media not approved by the Service Provider;
 - 1.10.18 providing the Services outside of the hours specified in clause 8.2 of this Schedule;
 - 1.10.19 moves, changes and advice as not described in this Schedule; or
 - 1.10.20 providing any other services not expressly covered herein.
- 1.11 The Client shall act in accordance with any and all reasonable Documentation 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 Documentation.