

HELPDESK SUPPORT CONTRACT

Parties

- (1) CCS Media Limited incorporated and registered in England and Wales with company number 04418144 whose registered office is at Cumberland Court, 80 Mount Street, Nottingham, Notts, England, NG1 6HH (**CCS**); and
- (2) The person or firm specified as such in the Statement of Work (**Customer**).

Background

CCS provides various services, either directly or through third party suppliers. The Customer wishes to purchase the Services from CCS and CCS is willing to sell the Services to the Customer on the terms and conditions set out in this Agreement.

Agreed terms

1. Interpretation

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

1.1 Definitions:

Applicable Law: all applicable laws, statutes and regulations from time to time in force.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

CCS Personnel: CCS' employees, directors and agents, together with employees, directors and agents of any contractor undertaking activities on behalf of CCS in relation to the performance of its obligations under this Agreement.

Data Processing Particulars: the following details, as provided in the Statement of Work or a data processing agreement: (i) the subject matter, duration, nature and purpose of the Processing; (ii) the type of Personal Data being Processed; and (iii) the categories of Data Subjects.

Data Protection Legislation: any law, statute, regulation, rule or other binding restriction regarding the protection of individuals with regards to the Processing of their Personal Data to which a party is subject, including the Data Protection Act 2018 and Regulation (EU) 2016/679 (General Data Protection Regulation) and any code of practice or guidance published by the Information Commissioner's Office from time to time.

Insolvency Event: (a) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or is deemed either unable to pay its debts or as having no reasonable prospect of so doing within the meaning of section 268 of the Insolvency Act 1986 or (if a partnership) has any partner to whom any of the above applies; (b) the Customer begins negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors; (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company, limited liability partnership or partnership); (d)

the Customer is the subject of a bankruptcy petition or order; (e) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer; (f) the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver; (g) a person becomes entitled to appoint a receiver over all or any of the assets of the Customer or a receiver is appointed over all or any of the assets of the Customer; (h) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; (i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) – (i) inclusive.

ONS: means Open Network Services Ltd or any other supplier as CCS may notify to the Customer in writing.

ONS Contract: the contract entered into between CCS and ONS, including but not limited to the ONS Terms.

ONS Terms: the terms attached as Appendix 1.

Services: the services to be provided by CCS in accordance with this Agreement as set out in the Statement of Work.

Subject Access Request: an actual or purported subject access request or notice or complaint from (or on behalf of) a Data Subject exercising its rights under the Data Protection Legislation.

Term: means the term of this Agreement as specified in the Statement of Work.

- 1.2 Clause, Schedule, Appendix and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 Except as provided expressly in this clause 1, terms as defined in the ONS Terms shall have the same meaning when used in this Agreement.
- 1.4 For the purposes of this Agreement, and unless the context otherwise requires, references in the ONS Terms to "this Contract" shall be to the ONS Terms as incorporated into this Agreement, with the alterations made for the purposes of this Agreement.
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 The Appendices form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Appendices.
- 1.7 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and to all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes email but not fax.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.14 Controller, Data Subject, Personal Data, Personal Data Breach and Processor:** shall have the meanings attributed to them in the Data Protection Legislation, and **Processing** and **Process** shall be construed accordingly.
- 2. Services**
- 2.1** The Services will be provided in accordance with this Agreement.
- 2.2** CCS and the Customer have entered this Agreement on the basis that it will be ONS that supplies the Services for the benefit of the Customer.
- 2.3** At the Customer's request (and expense), CCS shall use reasonable endeavours to assist the Customer when it interacts with ONS.
- 3. Term of this Agreement**
- 3.1** This Agreement shall have legal effect from the date on which it is signed on behalf of both parties (**Effective Date**) and shall continue in force for the Term unless terminated earlier in accordance with this Agreement or the ONS Terms.
- 3.2** Without prejudice to the ONS Terms (including any termination rights arising under the ONS Terms) or any rights that have accrued under this Agreement or any of its rights or remedies, CCS may terminate this Agreement with immediate effect by giving written notice to the Customer if:
- (a) the ONS Contract is terminated or suspended for any reason, in which case this Agreement shall terminate immediately and automatically, without further action being necessary by the parties, and subject to all the rights of the parties accrued up to the date of termination;
 - (b) ONS notifies CCS or the Customer that it will not provide the Services to the Customer or that it intends to terminate its provision of the Services to the Customer, in which case this Agreement shall terminate;
 - (c) there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010); or
 - (d) the Customer is the subject of an Insolvency Event.
- 3.3** On termination for any reason: (a) all rights granted to the Customer under this Agreement shall cease; (b) the Customer shall cease all activities authorised under this Agreement; (c) the Customer shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to CCS, ONS or any Third Party Provider; and (d) the Customer shall immediately pay any sums due to CCS (including sums on a time and materials basis for any work in progress) without set-off or deduction.
- 4. ONS Terms**
- 4.1** Except as further provided in this Agreement and subject to clause 3.2, the ONS Terms shall be used to determine the respective rights and duties of CCS and the Customer under this Agreement except that:
- (a) wherever in the ONS Terms there is a reference to CCS or a term referring to CCS (including a reference within the ONS Terms to the "Customer", "you" or "your"), for the purposes of this Agreement a reference to the Customer or a term referring to the Customer shall be substituted;
 - (b) wherever in the ONS Terms there is a reference to ONS or a term referring to ONS (including a reference within the ONS Terms to "we" or "our"), for the purposes of this Agreement a reference to CCS or a term referring to CCS shall be substituted;
 - (c) wherever in the ONS Terms there is a reference to Client or a term referring to Client, for the purposes of this Agreement a reference to the Customer or a term referring to the Customer shall be substituted.
- 4.2** Notwithstanding the provisions of clause 3.1, in the ONS Terms:

- (a) references in clauses 3.4, 3.5, of the ONS Terms to ONS shall be a reference to ONS only and for the avoidance of doubt, no term referring to CCS shall be substituted; and
 - (b) references to “Third Party Providers” shall always be a reference to ONS’s Third Party Providers and not CCS’s.
- 4.3** If there is any conflict between the Statement of Work and the other clauses and appendices of this Agreement, the Statement of Work shall take precedence.
- 4.4** If there is any conflict between Appendix 1 and the other clauses and appendices of this Agreement, the other clauses and appendices of this Agreement shall take precedence.
- 5. Data Protection**
- 5.1** The Customer and CCS acknowledge that the factual arrangement between them determines whether each is classified as a Controller or a Processor in respect of the Data Protection Legislation. The Customer and CCS anticipate that the Customer shall act as a Controller. The Customer and CCS anticipate that CCS shall be: (a) a Controller where it is collecting and using Personal Data in relation to the management of its Customer accounts; and (b) a Processor where it is Processing Personal Data in relation to the Data Processing Particulars in connection with performing its obligations under this Agreement.
- 5.2** The Customer and CCS shall comply with the provisions of the Data Protection Legislation in relation to all Personal Data that is Processed by the Customer or CCS in connection with this Agreement or as part of the Services.
- 5.3** CCS shall be permitted to appoint sub-contractors, including ONS, and to disclose Personal Data to them for Processing in accordance with this Agreement, provided always that the sub-contractor’s right to Process the Personal Data terminates automatically on expiry or termination (for whatever reason) of this Agreement.
- 5.4** The Customer shall ensure that all Personal Data provided to CCS under this Agreement has been obtained lawfully and in accordance with Data Protection Legislation and that there exists a lawful basis under which CCS and ONS may Process such Personal Data to the extent required under this Agreement and the Data Protection Particulars.
- 5.5** To the extent that CCS is acting as a Processor for and on behalf of the Customer, it shall:
 - (a) Process Personal data for and on behalf of the Customer for the purposes of performing its obligations under this Agreement, and only in accordance with the terms of this Agreement and any documented instructions from the Customer;
 - (b) notify the Customer immediately (and in any event within 24 hours of becoming aware of the same) if it believes (or ought reasonably to have been aware) that any of the Customer’s written instructions infringe the Data Protection Legislation;
 - (c) implement and maintain appropriate technical and organisational security measures which are sufficient to comply with at least the obligations imposed on the Customer by the Security Requirements;
 - (d) take all reasonable steps to ensure the reliability and integrity of any CCS Personnel who shall have access to the Personal Data;
 - (e) ensure that access to the Personal Data is restricted to only those members of CCS’s Personnel who require it in order to discharge CCS’s obligations under this Agreement;
 - (f) notify the Customer promptly (and in any event within 2 Business Days) following its receipt of any Subject Access Request or correspondence from the UK Information Commissioner’s Office or any other European data protection authority, and together with such notices, shall provide a copy of such Subject Access Request or correspondence and reasonable details of the circumstances giving rise to it; and

- (g) with respect to a Subject Access Request, not disclose any Personal Data in response without the express written authorisation of the Customer.
- 5.6** Where CCS becomes aware (or reasonably should have become aware) of an actual or suspected Personal Data Breach, it shall:
 - (a) notify the Customer as soon as is practicable, but in any event within 48 hours, including details of how the breach occurred and what Personal Data may have been compromised;
 - (b) implement any measures necessary to restore the security of compromised Personal Data; and
 - (c) assist the Customer to make any notifications to the UK Information Commissioner's Office and affected Data Subjects.
- 5.7** Except to the extent required by Applicable Law, upon the termination of this Agreement for any reason, or earlier if instructed in writing by the Customer to do so, CCS shall cease Processing all Personal Data and return and/or permanently and securely destroy so that it is no longer retrievable (as directed in writing by the Customer) all Personal Data and all copies in its possession or control (and it shall provide the Customer with a certificate signed by a duly authorised representative confirming it has done so). Where the Customer makes any such request prior to the termination of this Agreement, and it serves to hinder or prevent CCS's obligations under this Agreement, the Agreement shall continue despite such reduced performance, and the Service Charge which has been paid or which will become payable shall not be affected.
- 6. Confidentiality**
- 6.1** The Customer acknowledges that: (a) CCS shall be entitled to disclose any Confidential Information received from the Customer to ONS in accordance with clause 5.1 of the ONS Terms and that this Agreement represents the Customer's prior written consent for CCS to do so; and (b) any information received by the Customer from ONS which would be deemed Confidential Information under clause 5.1 of the ONS Terms if ONS were a party to this Agreement shall be treated as Confidential Information by the Customer.
- 7. General**
- 7.1** Clause 13 of the ONS Terms is incorporated into this Agreement as if reproduced in full in this clause 7.
- 7.2** No one other than a party to this Agreement shall have any right to enforce any of its terms.
- 7.3** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated in the Statement of Work.

1. TERMS & CONDITIONS

By using ONS online or telephone technical support and solutions you are subject to this Contract.

By accepting services from ONS, you are indicating your agreement to be bound by all of the terms and conditions set forth in this Contract.

1. GENERAL

This Contract is entered into between the Customer ("you" or "your") for Client and ONS ("Open Network Services", "us" or "we")

This Contract is made up of preamble, the terms herein, all attachments to this Contract and any other policies and materials specifically referred to in this Contract, all of which are incorporated herein by reference. The Contract sets forth the terms and conditions under which you agree to use our Service, and under which ONS agrees to provide Service to you.

2. DEFINITIONS

For the purposes of this Contract, the following terms are defined as follows:

2.1. "Open Network Services" shall mean and include its directors, officers, employees, contractors, agents, successors or assigns.

2.2. "Service" shall mean all Software technical support, technical support on the items detailed within the Statement of Work, maintenance, products and services ordered by you or provided to you by ONS.

2.3. "Software" shall mean, but is not limited to, remote connection or monitoring software tools.

2.4. "Third Party Providers" shall mean and include all of ONS third party licensors, providers and suppliers.

2.5 "Client" is The end user customer.

3. AUTHORISED USER, USE AND RESPONSIBILITIES

3.1. You acknowledge and agree that you have the legal authority to enter into this Contract and confirm that the information you supply to us is correct and complete. ONS relies on the information you supply. Providing false or incorrect information may result in Service being withheld, delayed, suspended or terminated at the discretion of ONS. In addition, if ONS relies on this false or incorrect information this may result in ONS providing Service that adversely affect the Client and ONS shall not be responsible at any time for loss, alteration or corruption of the Software, the Client's software, data or files as a result of receiving false or incorrect information.

3.2. You are responsible for all users on your account. You accept full liability and responsibility for the actions of anyone who uses our Service via your account.

3.3. Unless ONS have been specifically contracted to do so, the Customer agrees to ensure it is the Client's responsibility to back up all software and data that is stored on the Client's computer's hard disk drive(s) and on any other storage devices the Client may have prior to using the Service by ONS or its Third Party Providers.

3.4. ONS and its Third Party Providers shall be responsible for loss, alteration or corruption of the Software, the Client's software, data or files where such loss, alteration or corruption is a result of an action undertaken by ONS or its Third Party Providers.

3.5. ONS will monitor server backups if in place and rectify any failures if possible, but, unless ONS have been specifically contracted to do so, it shall be the Client's responsibility to ensure all software licenses are kept up to date and backup hardware is sufficient for the backups.

3.6. The Client shall ensure the supported computer systems meet the following minimum system requirements, unless such other minimum system requirements have been agreed as set out in the Statement of Work:

(a) Windows 7 Professional or Windows Server 2008

(b) A functional DSL or cable high-speed Internet connection, including a hardware firewall /router.

(c) Up-to-date subscriptions to a market leading antivirus and malware software provider that is fully installed and functional on all Client devices.

3.7. ONS and its Third Party Providers reserve the right to refrain from providing all Service ordered on the basis that the minimum system requirements are not met or the technical needs (including wiring or overcoming physical or technical barriers) or other requirements of the Customer are unusual or extensive and beyond the scope of this Contract as reasonably determined by ONS or its Third Party Providers.

3.8. ONS is not obliged to support the Software if the Client is not using the versions of the operating system software as specified by the Software supplier from time to time, or if the Client fails to maintain the Software at the supplier's specified release or if the Software licence has expired.

3.9. Provision of the Service does not imply any guarantee or representation that ONS will be able to assist the Client in achieving any results from the Software which are not technically feasible. Subject to this, any services which are outside the scope of this Contract will, at the Customer's request and at ONS's option, be provided at ONS's then current rates for such services or as otherwise agreed between the parties. Any such costs to be agreed between the parties prior to commencement of any such services.

3.10. Third party software support contract agreements must be in place and up to date, for any software specific programs outside of the supported software listed within this Contract. Where such software support contract agreements are not in place and the absence of such software support contract agreements has a direct impact on ONS's ability to provide the Service, ONS shall provide the Service on a reasonable endeavours basis.

4. PERMISSION TO CONNECT

4.1. The Customer shall procure the permission for ONS to remotely or directly access and connect to the Client's computer systems and network for the express purpose of providing the Service. The parties will cooperate in good faith to enable such connections to occur.

5. CONFIDENTIALITY AND PRIVACY POLICY

5.1. The parties recognise that under this Contract they may each receive trade secrets and confidential or proprietary information of the other party, including but not limited to commercial information, products, customers, business accounts, finance or contractual arrangements or other dealings, program source and object codes. All such information which is either marked 'Confidential' or stated at the time of disclosure and subsequently confirmed in writing to be confidential constitutes 'Confidential Information'. Each party agrees not to divulge Confidential Information received from the other to any of its employees, permitted agents and contractors who do not need to know it and to prevent its disclosure to or access by any third party without the prior written consent of the disclosing party.

5.2. Notwithstanding the foregoing, the parties also recognise that each may disclose Confidential Information:

- (a) that was or subsequently becomes publicly available other than by acts of the other party;
- (b) that was already known to the other party prior to it being provided;
- (c) that was received by the other party from a third party without an obligation of confidence of any kind; and
- (d) to the extent required by applicable law or by order of a court or other governmental authority of competent jurisdiction.

5.3. Upon the termination of this Contract each party shall return to the other party all Confidential Information which is then in its possession or control, and shall remove all digital representations and electronic manifestations of same in any form from all storage media in its possession or under its control.

5.4. Both parties will not sell or rent the other parties Confidential Information to anyone unless expressed consent of disclosure of Confidential Information to third parties has been obtained. Confidential Information about the other party may be disclosed to third parties when :

(a) consent to share the Confidential Information has been expressly permitted; or

(b) in response to subpoenas, court orders, law enforcement, government officials or legal processes which require disclosure of registration data or any information about the other party.

6. AVAILABILITY OF SERVICE

6.1. The helpdesk Service is to be available at the times stated within each corresponding Statement of Work.

6.2. ONS or its Third Party Providers may, at any time, without liability, restrict the use of the Software or limit the time of availability of the Software in order to perform any Service, on the understanding that where possible ONS will provide notice to the Client and the Customer and any such limitations shall be kept to a minimum.

6.3. Unless specifically contracted otherwise, the helpdesk Service is provided as a remote support Service only.

7. TERM AND TERMINATION

7.1. This Contract goes into effect upon your acceptance of this Contract and in accordance with the details set out in the Statement of Work. The Service shall commence on the Contract Period Start Date and shall continue until the Contract Period End Date all as set out in each Statement of Work or until terminated by either party as otherwise permitted by this Contract.

7.2. ONS may terminate or suspend Service, at its sole discretion, immediately and without notice, if:

(a) you are in breach of any of the terms of this Contract (including but not limited to all policies regarding abuse and acceptable use of the Service or Software) and fails to remedy the same (if capable of remedy) for a period of ten days after written notification of the breach has been delivered to the Customer;

(b) any attempt is made without permission from / other than by ONS or its Third Party Providers to remove any defects or deal with any errors in the Software (right to suspend the Service only);

(c) any development, enhancement or variation of the Software is carried out other than by the Software supplier, ONS or its Third Party Providers (right to suspend the Service only);

(d) use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service or ONS's network;

(e) ONS receives an order from a court to terminate the Service;

(f) ONS for any reason ceases to offer the Service;

(g) you have failed to pay a properly due invoice in accordance with the provisions of this Contract and fails to remedy the same for a period of ten days after written notification of the breach has been delivered to the Customer; or

(h) where, in the reasonable opinion of ONS, the Client's computer system or network have ceased to be capable of operating the Software successfully for any reason (right to suspend the Service only).

7.3. The Customer may terminate this Contract if ONS is in material or continuing breach of any of its obligations under this Contract and fails to remedy the same (if capable of remedy) for a period of ten days after written notification of the breach has been delivered by the Customer to ONS.

8. LIMITATIONS ON USE OF THE SERVICE

8.1. You and the Client shall agree that use of the Software and the Internet, without limitation, is your sole responsibility, is solely at your own risk, and is subject to all applicable municipal, provincial, national and international laws and regulations.

8.2. You agree that the Internet is not owned, operated or managed by, or in any way affiliated with ONS and ONS is not responsible and has no control over the information or materials accessible via the Internet through use of the Service. You further agree that ONS does not own or control any of the facilities and communication lines through which Service may be

provided, nor does ONS guarantee access to or through websites, servers or other facilities on the Internet, whether or not such facilities are owned, leased or controlled by ONS.

8.3. Whilst ONS will undertake reasonable measure to ensure the Software and data available for downloading through the Service will be free of destructive properties, you agree that ONS cannot and does not guarantee or warrant that data available for downloading through the Service will be free of defects, infection or viruses, worms, Trojan horses or other code that manifest contaminating, malicious or destructive properties. You are responsible for implementing adequate procedures to satisfy your particular requirements for accuracy of information or data input and output and for maintaining a means external to the Service for the reconstruction and input of any lost data.

8.4. It is understood that the Internet is not a secure network and that third parties may be able to intercept, access, use, or corrupt the information transmitted or received over the Internet. ONS is not responsible for invalid destinations, transmission errors, or corruption or security of information or data.

8.5. You agree to ensure that the licences authorising use of the Software are in effect throughout the term of this Contract, and that the Software is used only as permitted by the terms of the applicable licences.

8.6. If ONS or its Third Party Provider's ability to render Service is impaired by you or the Client or circumstances beyond the control of ONS or its Third Party Provider, ONS and its Third Party Provider may choose not to provide Service. In the event ONS choose not to provide the Service under this Clause 8.6, the contract shall terminate and any monies paid in advance shall be reimbursed to the Customer.

9. WARRANTIES AND LIMITATION OF LIABILITY

9.1. Except as otherwise specifically set forth in this Contract and as otherwise specifically set forth in any manufacturer warranty for any equipment or software provided by ONS (but only if such warranty is included with such equipment or software) ONS and its Third Party Providers, disclaim any and all warranties for the Service, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, accuracy, non-infringement, non-interference title, compatibility of computer systems, integration, and those arising from the course of dealing, course of trade, or arising under statute. No advice or information given by ONS or its Third Party Providers shall create a warranty. Use of ONS's Service is at your own risk and is not warranted.

9.2. ONS does not warrant that its Service will perform at a particular speed, bandwidth or data throughput rate, or will be uninterrupted, error-free, secure, or free of viruses, worms, or the like.

9.3. ONS shall not be liable for loss of your data through hardware or software failures, including virus or malware break outs, or if changes in operation, procedures, or Service require modification or alteration of your equipment, render the same obsolete or otherwise affect its performance save for loss of data as a direct result of the actions of ONS through negligence. ONS makes no warranty regarding any transactions executed using the Service or the Internet. ONS makes no warranty regarding the content and information accessed by using the Service or any links displayed. You expressly assume all risk and responsibility for use of the Service and the Internet generally.

9.4. In no event shall either party or its Third Party Providers, be liable to the other party or any other person for any indirect, incidental, exemplary, special or consequential damages of any kind whatsoever, including without limitation, liability with respect to, expenses, costs, revenue, profits, lost savings or earnings, lost or corrupted data, business interruption, failure to recognise expected savings or other liability arising out of, or related to, the Service provided by ONS or its Third Party Providers or from the installation, uninstallation, reinstallation, use of, or inability to use your computer equipment, hardware, peripherals, or the network resulting from the Service provided hereunder, or to the extent of any claims by any other party, except to the extent that such liabilities arise from the active negligence or wilful misconduct of ONS.

9.5. Except as expressly stated in this section and elsewhere in this Contract, any liability of ONS for breach of this Contract will not exceed in the aggregate, with respect to any one event or series of connected events, for any expense, damage, loss, injury, or liability, of any kind or nature whatsoever being awarded to the Customer, the total price paid or due to be paid by the Customer under this Contract to ONS.

9.6. The Customer agrees that it has accepted these terms and conditions in the knowledge that ONS's liability is limited and that the prices and charges payable have been calculated accordingly. The Customer is advised to make its own insurance arrangements if it desires to limit its exposure to risk or if it requires further or different cover.

9.7. Nothing in this Contract excludes or restricts either party's liabilities for death or personal injury resulting from that party's negligence or its employees' negligence whilst acting in the course of employment.

10. INDEMNIFICATION

10.1. You agree to defend, indemnify and hold harmless ONS from and against all liabilities, costs and expenses, related to or arising from (in connection with the use of the Service) :

(a) any violation of applicable laws, regulations or this Contract by you or your Client;

(b) the use of the Service or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you or your Client;

(c) negligent acts, errors, or omissions by you or your Client.

10.2 In relation to any claim which ONS wishes to make in respect of a claim pursuant to clause 10.1:

(a) ONS shall promptly give the Customer written notice of any claim specifying the nature of the claim in reasonable detail;

(b) ONS shall not make any admission of liability agreement or compromise in relation to the claim without the prior written consent of the Customer;

(c) ONS shall give the Customer conduct and control of all negotiations and litigation in connection with the claim and at the request of the Customer, provide the Customer and its advisers with all information and assistance that the Customer may reasonably require for the purpose of conduction, defending, negotiating and/or settling the claim; and

10.3 The indemnity under clause 10.1 shall not cover ONS to the extent that a claim results from ONS's negligence or wilful misconduct.

11. CHARGES AND PAYMENT TERMS

11.1. The Customer will be invoiced monthly or yearly in advance for the Service Charge shown in the Statement of Work. All invoices are payable month end following month of invoice date. All charges are exclusive of VAT and any applicable taxes, which will be applied in accordance with the prevailing legislation in force.

11.2. Payments which are not received when properly due will be considered overdue and remain payable by the Customer together with interest for late payment from the date payable at a rate of 2.4% per annum. This interest will accrue on a daily basis and be payable on demand.

11.3. Notwithstanding the above provision for late payment, in this event ONS may at its option, and without prejudice to any other remedy at any time after payment has become due in accordance with Clause 7.2A, temporarily suspend Service or terminate this Contract.

11.4. If ONS becomes entitled to terminate this Contract for any reason, any sums then due to ONS will immediately become payable in full.

12. EMPLOYMENT RESTRICTION

12.1. While this Contract is in force and for a period of 12 months from its termination for any reason, both parties will not actively solicit or canvas the employment of any person employed or consultant acting on behalf of the other party.

13. GENERAL PROVISIONS

13.1. All obligations of the parties under this Contract, which, by their nature, would continue beyond the termination, cancellation or expiration of this Contract, including by way of illustration and not limitation, those sections relating to Warranties and Limitation of Liability and Indemnification, shall survive such termination, cancellation or expiration.

13.2. ONS will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labour-related disputes, or other things we do not control, or an inability to obtain necessary equipment or Service. In the

event of a force majeure, ONS shall use commercially reasonable efforts to remedy the situation and remove the cause of its inability to perform this Contract as soon as is reasonably possible.

13.3. Neither party may assign or otherwise transfer, this Contract in whole or in part, including the Software or your rights or obligations under it.

13.4. You and ONS agree that the substantive laws of England & Wales, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Contract.

13.5. Use, duplication or disclosure by any Government entity is subject to restrictions set forth, as applicable.

13.6. In the event that any portion of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable, in any respect, then the remaining provisions of this Contract, or the application of such provisions to persons or circumstances, other than those to which it is invalid or unenforceable, shall not be affected thereby, and each such provision of this Contract shall be valid and enforceable to the extent granted by law.

13.7. ONS's failure at any time to insist upon strict compliance with any of the provisions of this Contract in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Contract is determined to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

13.8. This Contract, including all attachments which are fully incorporated into this Contract by attachment, constitutes the entire Contract between you and ONS with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any additional or different terms in your purchase orders, acknowledgments or other documents, written or electronic, are void, unless the changes are made in writing and executed by the parties.

13.9. This Contract may be executed in one or more counterparts, including by facsimile transmission, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same Contract. I/we hereby agree to the Terms and Conditions detailed herein and confirm that the Services outlined in the Statement of Work are accurate and any changes to this may result in additional charges.

2. SERVICE DESCRIPTIONS

Gold Helpdesk

- Desktop Application Set-Up & Configuration (with 3rd party if required)
- Application Fault Diagnosis & Remote Repair
- Microsoft Office Support (Word, Excel, PowerPoint, Access, Outlook)
- Windows Server – All editions
- Office 365
- Virus Issues
- Backup Issues
- Domain / AD User Account and Permissions
- Domain / AD File & Print Sharing
- Hyper-V and VMware Issues

Platinum Helpdesk

• Includes Gold features Plus

- Patch and Update monitoring and proactive installation
- Asset Management and Reporting
- Fully Managed AV Software*Optional
- Backup Monitoring and Resolution
- Hardware Monitoring (including network switches and routers) – Warranty checks and call logging if failure occurs
- Software Audit tools and Reporting
- Policy and hardware lockdown i.e. disable USB ports or admin changes
- Integrated Remote connection software to connect to clients anywhere in the world with an internet connection.
- Shadow and background changes to computers and devices without the need to take control
- SNMP Logging Servers
- Software deployment platform to push software applications to client computer, even if they are a remote worker

Platinum Plus Helpdesk

• Includes Platinum features plus

- 24 hours 365 day availability
- Single pane of glass management for all IT assets
- Monitoring, management, automated tasks
- Central Reporting
- Allows proactive monitoring and management of the IT environment
- Automate manual tasks such as patching desktops and servers, backups of network configurations
- Device self-healing
- Optimised to support multi office environments and mobile workers
- Virtual IT manager
- Proactive helpdesk

3. SERVICE LEVEL AGREEMENT

SERVICE RESPONSE GOALS – SETTING PRIORITY LEVELS

Providing the right level of response to an incident is a process of co-operation between the Client and our support staff. However, to help respond in a suitable fashion to each incident, a priority needs to be set. This should be set by the Client on the initial call. The four categories below provide a guide to classification. In most cases a support response will be available immediately. The maximum primary response time (i.e. the maximum elapsed time between the Client logging the call and the first response from ourselves to the Client from a support technician) is also listed, and while this can become the norm during busy periods, it should be the exception.

SERVICE LEVELS FOR INCIDENTS LOGGED WITHIN SUBSCRIBED HOURS

Priority	Definition	Maximum primary response time see definition above
System Down	Critical failure Issue has significant impact that threatens productivity. Whole site affected	1 hour
High	Area of significant concern to the Client Issue having a significant impact on productivity Time sensitive issue	1 hours
Medium	Issue is not time sensitive Issue does not have a significant impact on productivity	4 hours
Low	Issue requiring monitoring, system change / installation new features	8 hours

In the case of 'System Down' and 'High' priority incidents, we will provide reasonable endeavours to continue to produce a resolution for any outstanding issues - this may include working out of hours until a fix is implemented. We may require relevant (Client) personnel to also be available, and may incur additional out of hour fees if outside the contracted dates.

SERVICE LEVELS FOR CRITICAL INCIDENTS LOGGED OUTSIDE CORE HOURS

Available 24/7/365. As such, users would be able to raise the issue to the helpdesk at any time on any day. Depending upon service taken.

