

## TERMS AND CONDITIONS FOR THE PROVISION OF IT PROFESSIONAL SERVICES

("IT Professional Services Service Specific Terms")

### 1. DEFINITIONS

1.1. In the Agreement, unless the context otherwise requires:

**Agreement** means in relation to the Services, these IT Professional Service Specific Terms, the Standard Terms and Conditions and the relevant Order Form;

**CSP** means the Customer Support Plan which can be found at <https://netcentrix.com/wp-content/uploads/2024/03/Netcentrix-CSP-Feb-2024.pdf> ;

**Designated Equipment** means the hardware identified by type in the Order Form;

**Licensed Programs** means the software programs in object code form identified by title and reference number in the Order Form;

**Licensed Program Materials** means the Licensed Programs and the Program Documentation;

**Normal Working Hours** means 09:00 – 17:30 Monday to Friday excluding public holidays in the United Kingdom;

**Order Form** means the order form accepted by the Service Provider relating to the provision of the Services subject to this Agreement, which may be in a form provided by the Service Provider or any additional order information agreed by the Parties in writing (including e-mail);

**Overtime** means any period outside of Normal Working Hours;

**Program Documentation** means the instruction manuals user guides and other information to be made available by the Manufacturing Company at its discretion in either printed or machine readable form to You;

**Service Commencement Date** means the date the relevant Services are available for use by You;

**Service Provider/Us/Our** means Elitetele.com t/a Elite Group (company number 03228824);

**Standard Terms and Conditions** means the Service Provider's standard terms and conditions in the form attached hereto which shall be deemed to be agreed and accepted by You on signing the Order Form;

**Support Services** means the support option referenced on the Order Form and as detailed in the CSP;

**Technical Support Services** means the support detailed in section 4;

**User License** means the license which grants the end user the right to use the Software application in question and exists between the Service Provider or the supplier and the end user of the Software application;

**You/Your** means the customer with whom the Service Provider makes the Agreement as set out in the Order Form, or where appropriate, any person representing You if it appears to the Service Provider that such person acts with Your authority or permission.

1.2. In the event of any conflict, ambiguity or inconsistency between these IT Professional Service Specific Terms, the Standard Terms and Conditions, the Order Form and any other document referred or attached, the following order of precedence shall apply:

- a. Clause 8.13 of the Standard Terms and Conditions;
- b. the Order Form;
- c. the IT Professional Service Specific Terms;
- d. the Standard Terms and Conditions other than clause 8.1.2; and
- e. any other document referred to or attached.

### 2. PROVISION OF SERVICES

2.1. The Service Provider will make available the Support Services and Technical Support Services during the Normal Working Hours.

2.2. The Service Provider will use its reasonable endeavours to provide a response to service calls within the response times specified in the CSP.

2.3. The Service Provider will carry out any preventative maintenance that the Service Provider shall deem necessary in order to keep the equipment in working order.

2.4. Any part of the Designated Equipment which becomes unserviceable by the manufacturer in the normal use will at the Service Provider's option either (i) be repaired at the Service Providers cost (then later replaced) or (ii) replaced by appropriate equipment at Your cost.

2.6. Overtime incurred at Your request will be charged at the Service Provider's current rates from time to time.

### 3. WARRANTIES

#### WARRANTIES ON BEHALF OF THE SERVICE PROVIDER

3.1. The method of correcting errors, malfunctions and defects and implementing corrections will be at the sole discretion of the Service Provider and will be undertaken in a professional manner by suitable qualified staff with skill and care.

#### WARRANTIES ON BEHALF OF YOU

3.2. You are duly licensed to use all software which You wish to run on Your system and had fulfilled all of the terms of the relevant software User Licence relating to the use of such software.

3.3. You hold all necessary licence and consents required by the Act in relation to Your data processing activities.

3.4. You are not aware as at the date hereof of any existing fault in the Licensed Programs.

3.5. The Service Provider accepts no responsibility for software updates installed or applied in order to meet the contracted software support requirements.

3.6. You shall not allow any person except as shall be nominated by the Service Provider to maintain or repair the equipment during the period of this agreement.

3.7. You shall notify the Service Provider if the equipment is to be removed from the premises where it is normally and usually kept specifying the date upon which such removal is to take place.

### 4. TECHNICAL SUPPORT SERVICES

4.1. With effect from the Service Commencement Date, provided that You have paid all Charges applicable to the Services, the Service Provider shall provide in respect of each of the Licensed Programs, the Technical Support as defined in Clauses 4.2 below.

4.2. The Service Provider will respond to Your request for support services in accordance with the CSP. Support is available by the following means:-

4.2.1 Telephone Support

4.2.2 Remote Access subject to You having a VPN or Remote Access facility available as set out in Appendix 1

4.2.3 Onsite Support (but only if this option has been selected as part of this Agreement)

4.2.4 A chargeable visit at the rates set out in the Order Form where:

4.2.4.1 Remote Access is not available due to circumstances beyond the Service Provider's control, or

4.2.4.2 No suitable Remote Access set-up as set forth in Appendix 1 has been installed.

- 4.3. The Service Provider will respond to queries and/or problems in relation to the Licensed Programs, Services and Designated Equipment detailed in the Order Form.
- 4.5. Technical Support shall not include the diagnosis and rectification of any fault resulting from:
- 4.5.1. the improper use operation or neglect of either the Licensed Program Materials or the Designated Equipment, by You;
  - 4.5.2. the modification of the Licensed Programs or their merger (in whole or in part) with any other software, other than supplied by the Service Provider;
  - 4.5.3. the use of the Licensed Programs on equipment other than the Designated Equipment;
  - 4.5.4. the failure by You to implement recommendations in respect of or solutions to faults previously advised by the Service Provider;
  - 4.5.5. any repair adjustment alteration or modification of the Licensed Programs by any person other than the Service Provider without the Service Provider's prior consent;
  - 4.5.6. any breach by You of any of Your obligations under any maintenance agreement in respect of the Designated Equipment;
  - 4.5.7. Your failure to install and use upon the Designated Equipment in substitution for the previous release any Modified Programs within 28 Days of receipt of the same; or
  - 4.5.8. the use of the Licensed Programs for a purpose for which they were not designed.
- 4.6. The Service Provider shall upon request by You and at its discretion provide Software License Support notwithstanding that the fault results from any of the circumstances described in clause 4.5 above.
- 4.7. Without prejudice to clause 4.6 above the Service Provider shall be entitled to levy reasonable additional charges if Technical Support is provided in circumstances where any reasonably skilled and competent data processing operator would have judged Your request to have been unnecessary.
5. **SYSTEM UPDATES**
- 5.1. The Service Provider will apply patches and updates as appropriate and mutually agreed, downloaded from the Licensed Programs and/or Designated Equipment supplier's information systems. You will be responsible for purchasing software upgrades/updates where required to meet the Service Provider's requirements. The Service Provider reserves the right to withdraw support in the event of the Licensor not maintaining manufacturers' recommended release levels of the software, covered in the Order Form and any other software/hardware which affects items on the Order Form.

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## APPENDIX 1

The Service Provider aims to provide the highest level of support to You and to facilitate this we need to have direct access to Your systems (servers, storage, or network infrastructure), also known as Remote Access.

This Appendix provides the technical requirements for delivering such facilities.

### Hardware Requirements:

- (a) Dial up connection to server over PSTN / ISDN (RAS)
- (b) Dial up connection to LAN attached PC over ISDN (PCA)
- (c) LAN to LAN connection over an Internet VPN (VPN) or Remote Management Software

The Service Provider can provide the required hardware and software as specified above.

### Security:

The Service Provider will take every reasonable precaution to ensure the security of Your system, however the Service Provider cannot be held responsible for any breach of Your network security by any third party.

***By signing below, You confirm that You have read these IT Professional Service Specific Terms and agree to be bound by them, together with the Netcentrix Standard Terms and Conditions set out in, or deemed to form part of this Agreement and the Charges detailed within the Order Form.***

### SIGNATURES

[[CertifiSStamp\_1]]

[[CertifiSStamp\_2]]