

## IT SUPPORT SERVICE SPECIFIC TERMS

### 1. DEFINITIONS

- 1.1 In the Agreement, unless the context otherwise requires:
- Additional Charges** means the additional charges as defined in the Order Form;
  - Agreement** means in relation to the Services, these IT Support Service Specific Terms, the Standard Terms and Conditions and the relevant Order Form;
  - Business Hours** means 08:00 – 18:15 Monday to Friday excluding public holidays in the United Kingdom;
  - 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;
  - Enhanced Support** means the support services described under Enhanced Support as described in the CSP;
  - 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;
  - 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 Business 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(s)** means the IT support services defined in the Order Form;
  - Service Commencement Date** means the date the relevant Services are available for use by You;
  - Service Provider/Us/Our** means Netcentrix Limited (company number 03076196);
  - Standard Terms and Conditions** means the Service Provider's standard terms and conditions which shall be deemed to be agreed and accepted by You on signing the Order Form;
  - Support Services** means the Standard Support and Advanced Support options, as the case may be and as described in the CSP;
  - Standard Support** means the Standard Support services described in the CSP;
  - Support Levels** means the level of support described in the CSP;
  - 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 References in these IT Support Service Specific Terms to Clauses are unless otherwise stated to Clauses in these IT Support Service Specific Terms.
- 1.3 In the event of any conflict, ambiguity or inconsistency between these IT Support 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 8.12 of the Standard Terms and Conditions;
  - b. the Order Form;
  - c. the IT Support Service Specific Terms;
  - d. the Standard Terms and Conditions other than Clause 8.12; and
  - e. any other document referred to or attached.

### 2. PROVISION OF SERVICES

- 2.1. The Service Provider will make available support services to You during the Business 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. You will allow the Service Provider to carry out any preventative maintenance that the Service Provider shall deem necessary in order to allow the Service Provider to continue to provide the Services in accordance with this Agreement.
- 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 (free of charge where the original equipment manufacturer offers free of charge repairs whether under warranty or otherwise) or (ii) replaced by appropriate equipment at Your cost unless otherwise agreed in writing.
- 2.5. Overtime incurred at Your request will be charged at the Service Provider's current rates.

### 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 have fulfilled all of the terms of the relevant software license relating to the use of such software.
  - 3.3. You hold all necessary license and consents required by Law 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 agree to carry out any minor maintenance or reasonable instructions given by the Service Provider to You from time to time and to operate the Designated Equipment in accordance with the equipment manufacturer's handbook.
- 3.7. You agree to ensure that an adequate supply of electricity and cooling is available for the correct operation of the Designated Equipment and to take reasonable care to ensure that this does not become affected by other equipment on the same power circuit.
- 3.8. You agree to immediately notify the Service Provider of any fault or abnormal functioning of the Designated Equipment.
- 3.9. You agree to operate, use and generally treat the Designated Equipment in a prudent and proper manner and to avoid any activity in the vicinity of the Designated Equipment which could be prejudicial to the correct functioning of the Designated Equipment and to ensure that the Designated Equipment area is kept clean and tidy.
- 3.10. You shall not allow any person, except those nominated by the Service Provider or as agreed by the Service Provider, to maintain or repair the Designated Equipment during the period of this agreement.
- 3.11. You shall notify the Service Provider if the Designated Equipment is to be removed from the site where it is normally and usually kept specifying the date upon which such removal is to take place.

#### 4. SUPPORT SERVICES

- 4.1. With effect from the Service Commencement Date, provided that You have paid all Charges applicable to the Services and for the duration of this Agreement, the Service Provider shall provide the Support Services in respect of each of the Licensed Programs Support Services as set out in Clause 4.2 below.
- 4.2. The Service Provider will respond to Your request for Support Services in accordance with the Service Levels or as otherwise set out in the Order Form or CSP. Support Services are available by the following means:
  - 4.2.1 telephone support;
  - 4.2.2 remote access to Your systems (services, storage or network infrastructure) subject to You having a VPN or remote access facility available;
  - 4.2.3 onsite support (but only if this option has been selected in the Order Form)
  - 4.2.4 chargeable visit at the rates set out in the Order Form:
    - 4.2.4.1 where remote access is not available due to circumstances beyond the Service Provider's control; or
    - 4.2.4.2 where no suitable remote access set-up has been installed by the Service Provider.
- 4.3. When using remote access the Service Provider will take reasonable precautions to ensure the security of to Your system, service, storage or network infrastructure, however the Service Provider cannot be held responsible for any breach of Your network security by any third party.
- 4.4. The Service Provider will respond to queries and/or problems in relation to the Licensed Programs and Designated Equipment detailed in the Order Form only.
- 4.5. A telephone support number will be available from 8.00am till 6.15pm Monday to Friday excluding Bank Holidays. Out of Hours support is available if You have opted for Advanced Support as detailed in the Order Form.
- 4.6. Support Services shall not include the diagnosis and rectification of any fault resulting from:
  - 4.6.1. the improper use operation or neglect of either the Licensed Program Materials or the Designated Equipment, by You;
  - 4.6.2. the modification of Designated Equipment or the Licensed Programs or their merger (in whole or in part) with any other software, other than as supplied by the Service Provider;
  - 4.6.3. the use of the Licensed Programs on equipment other than the Designated Equipment;
  - 4.6.4. the failure by You to implement recommendations in respect of solutions to faults previously advised by the Service Provider;
  - 4.6.5. 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;
  - 4.6.6. any breach by You of any of Your obligations under any maintenance agreement in respect of the Designated Equipment;
  - 4.6.7. Your failure to install and use, in substitution for the previous release, any modified programs for use upon the Designated Equipment within twenty-eight days of receipt of the same; or
  - 4.6.8. the use of the Licensed Programs for a purpose for which they were not designed.
- 4.7. The Service Provider shall upon request by You and at its absolute discretion provide software support notwithstanding that the fault results from any of the circumstances described in Clause 4.6 above.
- 4.8. Without prejudice to clause 4.6 above the Service Provider shall be entitled to levy reasonable Additional Charges in the manner set out in Clause 4.9 below if Support Services are provided in circumstances where any reasonably skilled and competent data processing operator would have judged Your request to have been unnecessary.
- 4.9. Additional Charges shall be levied by the Service Provider monthly in arrears and shall be payable by You within fourteen days of issue of any invoice thereof.

#### 5. SYSTEM UPDATE

- 5.1. The Service Provider may apply patches and updates as appropriate downloaded from the Licensed Programs and/or Designated Equipment supplier's information systems. You acknowledge and agree that some patches and updates will be downloaded without consultation with you where the original software provider requires it and/or where the Service Provider requires it in order to enable the Service Provider to perform the Services in accordance with this Agreement. 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.

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

**SIGNATURES**

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