

## ELITE TERMS AND CONDITIONS FOR THE PROVISION OF DATACENTRE IT SERVICES ("Datacentre IT Service Specific Terms")

### 1. DEFINITIONS

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

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

**Advanced Support** means the support services described under Advanced Support option set out in schedule 2;

**Authorised User** means any employee or other individual authorised by You (and notified in writing to the Service Provider) to gain access to Your equipment, apparatus and systems pursuant to this Agreement;

**Business Hours** means 08:00 – 18:15 Monday to Friday excluding public holidays in the United Kingdom;

**Core Services** means the services listed in schedule 1;

**Customer Specific Application Software** means the software detailed in the Order Email Confirmation which must be licensed by You from the relevant software provider;

**Disaster Recovery or DR** means a service to enable the recovery or continuation of vital technology infrastructure and systems following the occurrence of a disaster;

**Education Customer** means any customer that meets the education customer eligibility requirements found at <http://www.aka.ms/academiceligibility>;

**End User Terms** means all end user terms and conditions applicable to software and services between the end user and Service Provider (or Service Provider's manufacturers and/or licensors) as set out in Appendix 2 of these Datacentre IT Service Specific Terms;

**"Eyes" support** means reporting to You, in response to a request communicated by You to the Service Desk, on the observable condition of the system (including without limitation, messages on the console, the status of the control panel LED's and audible alerts etc);

**Government Customer** means, except as otherwise provided in a Channel Authorization, any "Eligible Entity" under Microsoft's Qualifying Government Eligibility Definition found at [www.aka.ms/governmenteligibility](http://www.aka.ms/governmenteligibility);

**"Hands" support** means such reasonable or appropriate level of support as a reasonably competent technician would undertake in the circumstances (including, without limitation, resetting the system, switching cables or plug, entering a command at the keyboard etc);

**Hosting Suite** means the secure hosting suite at the Service Provider's premises or the Service Provider's third-party supplier's premises, both containing shared or dedicated servers (as detailed on the Order Email Confirmation) with connection to Your site;

**Non-profit Customer** means any customer that meets the non-profit customer eligibility requirements found at <https://www.microsoft.com/en-us/nonprofits/eligibility>;

**Order Email Confirmation** means the email provided by the Service Provider confirming acceptance of Your request to order the Service subject to the Agreement;

**Patches** means a piece of software used to update, support, fix and/or improve the Service.

**Public Customer** means any Customer that is either an Education Customer, Government Customer, or State-Owned Entity;

**Security Incident** means (i) any unlawful access to any of Your data, (ii) unauthorized access to any facilities or equipment resulting in loss, disclosure or alteration of any of Your data, (iii) any actual loss of or suspected threats to the security of Your data or (v) any other instance of unauthorized or non-compliant access that affects end user experience of, or otherwise impacts, Services;

**Services** mean the Core Services and/or the Support Services;

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

**Service Desk** means the Service Provider's helpline or telephone contact (as more particularly described in schedule 1);

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

### 2. SERVICE DESCRIPTION

2.1. The Service Provider has agreed to provide an IT managed service that in summary will include the following components of the Services (as more particularly described in schedule 1 and schedule 2):

2.1.1 the provision of servers and storage infrastructure installed in industry standard racks in server cells within the Hosting Suite;

**Software Products** means the computer software products to be used by the Service Provider from time to time for the purposes of providing the Services to You (and which may be changed, exchanged or varied at any time and without notification at the sole discretion of the Service Provider);

**Software Products Agreement** means any agreement entered into between the Service Provider and a third party relating to the supply to the Service Provider of any Software Products (copies of the relevant extracts of which shall be made available to You upon written request);

**Standard Support** means the support services described under Standard Support option set out in schedule 2;

**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 request for Services;

**State-Owned Entity** means an entity for which any of the following conditions exist: (a) a government entity or apparatus clearly controls the company; (b) employees of the company are considered to be public officials or civil servants; (c) the company is financed through governmental appropriations; (d) the company is financed through revenues obtained from government-mandated taxes, licenses, fees, or royalties; (e) the company pays its profits to a government entity or apparatus; (f) a government entity or apparatus is the largest single shareholder; (g) a government entity or apparatus controls the board of directors; (h) a government entity or apparatus can appoint the majority of the company's administrative or managerial body or supervisory board; (i) a government entity or apparatus can appoint less than a majority of the board but has negative veto powers; (j) minister-level officials sit on the board; (k) the company performs governmental functions; (l) a government entity or apparatus owns 30% or more of the company, directly or indirectly;

**Support Services** means the Standard Support option, or the Advanced Support option, as the case may be;

**Technology Refresh Hardware** means all equipment (including without limitation all PC's, printers, laptops, terminals, monitors, keyboards, mice and other equipment) supplied by the Service Provider to You from time to time (including replacements thereto) for the purposes of, pursuant to or in connection with this Agreement, the equipment listed in schedule 1 being that initially supplied on or about the Service Commencement Date.

**You/Your** means the customer with whom the Service Provider makes the Agreement, 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 Datacentre IT Service Specific Terms to Clauses are unless otherwise stated to Clauses in these Service Specific Terms and Conditions.

1.3. The words 'include', 'including', 'for example' or 'such as' are not used as, and are not to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.4. In the event of any conflict, ambiguity or inconsistency between these Datacentre IT Service Specific Terms, the Standard Terms and Conditions, the Order Email Confirmation and any other document referred or attached, the following order of precedence shall apply

- 1.4.2. Clause 8.12 of the Standard Terms and Conditions;
- 1.4.3. the Order Email Confirmation;
- 1.4.4. Clause 9 of the Datacentre IT Service Specific Terms;
- 1.4.5. the Datacentre IT Service Specific Terms;
- 1.4.6. the Standard Terms and Conditions other than clause 8.12; and
- 1.4.7. any other document referred to or attached.

2.1.2 connection of Your site to the Hosting Suite (using a selection of fibre or copper ethernet or single/multiple broadband connections or a VPN (Virtual Private Network));

2.1.3 connection to a data storage, data back-up sub-system located in a separate secure storage cell within the Hosting Suite;

2.1.4 the provision of an operational support service;

2.1.5 system management and monitoring services;

2.1.6 network configuration and testing;

2.1.7 operation and provision of the Services as audited to the ISO 27001 information security management system.

### 3. YOUR ADDITIONAL OBLIGATIONS

#### **IT Equipment - General**

- 3.1. You must carry out any minor maintenance stipulated or instructions given by the Service Provider from time to time in connection with the provision of the Services and You must operate any item of Technology Refresh Hardware in accordance with the relevant equipment manufacturer's handbook or other recommendations.
- 3.2. You must ensure that an adequate supply of electricity is available for the correct operation of any item of Technology Refresh Hardware.
- 3.3. Customer Equipment shall be at Your risk at all times and You shall be responsible for insuring the Equipment and any additional equipment against all risks.
- 3.4. You must not allow any person except as shall be nominated by the Service Provider from time to time to maintain or repair any item of Technology Refresh Hardware during the period of this Agreement.

#### **IT Equipment - Printers**

- 3.5. When printers run low or out of toner You must replace them with the manufacturer's branded replacements only as using any other replacements will, as You acknowledge, invalidate the manufacturer's warranty.
- 3.6. For the avoidance of doubt, refilled or recycled toner or ink cartridges shall not be used.

#### **IT Equipment - Technology Refresh Hardware**

- 3.7. You must not remove any item of Technology Refresh Hardware (which is asset tracked by individual identity and serial number) from its original installation location (unless You notify the Service Provider in advance and obtain its permission to do so) other than equipment which is designed and intended to be mobile and so removed intermittently including, but not limited to, laptop computers;
- 3.8. All replacement Technology Refresh Hardware and Software Products must be purchased from the Service Provider or from a supplier approved by the Service provider and must be commissioned by the Service Provider at Your expense, such commissioning to be included in the Order Email Confirmation provided by the Service Provider.

#### **Insurance**

- 3.9. You must insure all Technology Refresh Hardware at a value to be notified to You by the Service Provider from time to time and You shall on Our request, provide a copy of the relevant policy (or a summary of its terms) and proof of payment of the last premium.

#### **Disclaimer and Indemnity**

- 3.10. The Service Provider shall not be liable to You for any losses, costs or expenses arising (directly or indirectly) from any breach, non-observance or non-performance of any of the obligations set out in Clause 3 of these Datacentre IT Service Specific Terms and if the Service Provider carries out any repair work or remedial action or

### 4. INVOICING AND PAYMENT

- 4.1. You acknowledge that the Charges chargeable in respect of certain Services (for example, AWS, Azure infrastructure, Azure consumption, VCHS, cloud backup and SIP per-minute billing) are based on Your actual usage, and that the level of usage of such Services is controlled by You. You therefore agree in respect of such Services to pay such Charges as You may incur as a result of its actual usage, without the requirement for any additional purchase order. You further acknowledge that Charges charged by the upstream suppliers of certain Services will vary from

### 5. VIRUSES

- 5.1. Each party to this Agreement shall use reasonable endeavours to ensure that any software supplied by it to the other party for or in connection with the proper performance

otherwise incurs any losses, costs or expenses as a result of any such breach, non-observance or non-performance You shall pay the cost of such repair work or remedial action and otherwise shall indemnify the Service Provider against all such direct or indirect losses, costs and expenses suffered or incurred by the Service Provider as a result thereof.

- 3.11. Should a Service Provider's licensor or manufacturer make a claim against the Service Provider in relation to Your material violation of the Service Specific Terms or the unauthorised installation, use, access, copying, reproduction and/or distribution of any portion of the Products or Services provided by the Service Provider's licensor or manufacturer by You then You shall pay the amount of any adverse final judgement or approved settlement resulting from such a claim. The obligations under this section are not subject to the limitation of liability or exclusion of certain damages under the Standard Terms and Conditions.

#### **Software Products Agreements**

- 3.12. You shall at all times comply with and shall not do or allow to be done anything that would or might cause the Service Provider to be in breach of the provisions of any Software Products Agreement and You shall indemnify and keep indemnified the Service Provider in respect of any direct or indirect damages, losses, costs, claims or liabilities suffered or incurred by the Service Provider as a result of any breach of such obligation.

#### **Licensing**

- 3.13. You shall ensure that all licenses in respect of or relating to Customer Specific Application Software are purchased, maintained and kept up to date during the term of this Agreement.
- 3.14. The Service Provider shall not be liable for any failure in or breach of its obligations under this Agreement should such failure or breach be attributable to or as a result of Your failure to comply with Clause 3.12 above.

#### **Standards and Security Procedures**

- 3.15. You shall at all times comply with the standards and security procedures in accordance with the Service Provider's ISO 27001 and the Service Provider shall not be liable to You for any losses costs claims or damages arising (directly or indirectly) from any failure to comply.

#### **Access to Your Systems**

- 3.16. You must not permit access to Your systems pursuant to this Agreement by any persons other than Authorised Users.
- 3.17. If Your system, software application or data usage profile increases or changes beyond that originally specified in the Order Email Confirmation, then additional monthly charges will be re-calculated, increased and applied accordingly for the remaining period of the Agreement.

time to time during the Term. You therefore agree that the Service Provider may vary the Charges to reflect such changes in upstream fees. The Service Provider will use reasonable endeavours to provide reasonable notice of such variations.

- 4.2. Applicable third-party support and licensing fees will be payable at initial purchase and any subsequent renewal dates.
- 4.3. The Recurring Charges will fluctuate depending on the number of Authorised users in a given month.

of its obligations under this Agreement shall be checked for viruses, trojans, worms or similar rogue programmes or bugs using recognised detection procedures.

## 6. TERMINATION

- 6.1. Upon the termination of this Agreement for whatever reason and in addition to the obligations within the Standard Terms and Conditions:
- 6.1.1. You shall (at Your own risk and expense) return the Technology Refresh Hardware to the Service Provider in a good, safe and serviceable condition and state of repair (fair wear and tear excepted) and free of any charge, lien, encumbrance or other security interest, and
- 6.1.2. the Service Provider shall not be obliged or required to release to You or any receiver, administrative receiver, liquidator, manager or similar office holder relating to You and shall be entitled to retain all papers, documents, data, equipment or other property held on Your behalf until all sums due under this Agreement have been paid in full to the Service Provider and all Technology Refresh Hardware has been returned in accordance with Clause 5.1.1 above.
- 6.2. This Agreement can be terminated by You with effect from any date which is on or after the end of the Minimum Period or subsequent Renewal Term by serving on the Service Provider ninety (90) days' written notice of Your intention to do so.
- 6.3. The minimum number of Authorised users is 80% at any time during this Agreement.

## 7. ORDERING VIA EMAIL

- 7.1. The parties acknowledge and agree that orders may be placed by completing a Notice of Change Form ("NOC") and sending via email. All orders submitted by email pursuant to these Datacentre IT Service Specific Terms and Conditions for IT Services must be made using the standard NOC template as appended to these Datacentre IT Service Specific Terms and provided to You, and will be subject to these Datacentre IT Service Specific Terms and any additional terms details set out within the NOC template.
- 7.2. Email orders may only be accepted by the Service Provider where they are received from an authorised email address.
- 7.3. No other terms shall apply, notwithstanding any variation of or additional terms of Yours appended to the emailed NOC template. All orders submitted by email will be deemed accepted when the Service Provider confirms receipt in the form of email acceptance.

## 8. END USER LICENSE AGREEMENTS (EULAs) AND OTHER THIRD-PARTY AGREEMENTS

- 8.1. You may contract directly with an IT Partner for provision of software or services related to the Services. If You contract with a different IT provider for provision of software related to the Services You will be solely responsible for all matters arising out of such contracts.
- 8.2. Where the Service Provider provides to You access to or use of third-party software in the course of providing the Services, You agree to comply with the End User Terms of the relevant end user license agreements applicable to such software. Where required by an upstream supplier or such software, You agree to provide such upstream supplier sufficient access to relevant systems and records to allow such upstream supplier to verify compliance with such end user license agreement. You agree to comply with all End User Terms and the terms of any other relevant end user license agreements applicable to such software.
- 8.3. Where the Service Provider is providing third party software services You may be required to agree and sign the End User Terms upon initial setup of the service. You will be bound to the terms of the End User Terms and subsequent amendments made while using the Services including any other applicable product terms and conditions. For the avoidance of doubt should you not agree to the End User Terms, the Agreement for the third-party software Service provided by the Service Provider will become invalid and You will be liable to reimburse and pay any charges incurred by the Service Provider. All other Agreements or Services supplied by the Service Provider will not be affected.
- 8.4. You shall license or procure to license for the use of any software, programs, and/or applications used by You and not supplied by the Service Provider (including Your operating environment). These may or may not be indirectly related to the Services.
- 8.5. You acknowledge and agree that in order to provision the Services, the Service Provider is authorised to supply Microsoft with the following details via its online portal; Your employee contact name details, Your employee contact email address and contact number.

## 9. MICROSOFT LICENSING SPECIFIC TERMS AND CONDITIONS

- This Clause 9 applies to Microsoft Licensing Services only and are applicable in addition to the other terms and conditions of the Agreement. In the event of any conflict, ambiguity or inconsistency between this Clause 9 and any other terms and conditions in the Agreement (other than those set out of the Order Form) this Clause 9 shall take precedence.
- 9.1. In relation to a particular Service the Agreement shall come into effect on the Service Commencement Date for the Minimum Period and all additional Microsoft Licensing Services of the same Subscription will be co-terminus with the first Subscription for the Microsoft Licensing Service (where all Microsoft Licensing Services are new) or where applicable, the last renewal Service Commencement Date.
- 9.2. Unless the Agreement or specific Service is terminated in accordance with the terms of this Agreement, this Agreement will continue automatically following the Minimum Period for subsequent Renewal Terms.
- 9.3. In relation to:
- 9.3.1. Fixed Licensing, as indicated on the Order Form, You may terminate this Agreement or a specific Service by giving the Service Provider thirty (30) days' written notice at any time prior to the last thirty (30) days of the Minimum Period or any subsequent Renewal Term, as appropriate.
- 9.3.2. Flex Licensing, as indicated on the Order Form, You may terminate:
- 9.3.2.1. a specific Service by giving the Service Provider thirty (30) days' written notice at any time. The Service will terminate at the end of the 30 day subscription period following the expiry of the 30 days' notice provided by You. You may not cancel a specific Service that will reduce Your Microsoft Licensing Services to less than 1 license without cancelling the Agreement and being liable for any applicable Charges in accordance with the Agreement;
- 9.3.2.2. the Agreement by giving the Service Provider thirty (30) days' written notice at any time prior to the last thirty (30) days of the Minimum Period or any subsequent Renewal Term, as appropriate.

- 9.3.3. Public Customer and/or Non-profit Customer Licensing, as indicated on the Order Form, You may terminate the Agreement or a specific Service by giving the Service Provider thirty (30) days' written notice at any time.
- 9.4. You acknowledge and understand that when providing a new solution, Microsoft Licensing Services may have different Service Commencement Dates. However, the Service Commencement Date of the first Microsoft Licensing Service for each Subscription provided to You will be the Service Commencement Date for Your company tenancy for that Subscription and all other Microsoft Licensing Services of the same Subscription will be co-terminus with this date.
- 9.5. You acknowledge and understand that for administration purposes, the Service Provider may be required to provide an additional license subscription to Your company tenancy. This will be added to the quantity of licenses as detailed on the Order Form along with applicable Charges.
- 9.6. You acknowledge and understand that any notice You provide to terminate any Fixed Licensing Services must be in accordance with Clause 9.3.1 above, Your termination prior to the end of the Minimum Period or any subsequent Renewal Term is strictly prohibited.
- 9.7. Microsoft may terminate any Service for compliance with Law, in consideration of Your eligibility requirements and limitations or pursuant to the terms of the End User License Agreement at any time. Termination will not affect the Service Provider's right to invoice You for the Services, or Your obligation to pay the Service Provider.
- 9.8. Upon cancellation or termination of Service, You will have thirty (30) days to migrate any of Your Data. Upon request, the Service Provider may assist You with migration of Your Data at an additional charge agreed between the Parties.
- 9.9. You understand and acknowledge that in the event of a Security Incident, the Service Provider is obliged to provide information relevant to the incident to Microsoft. Any information provided in a Security Incident regarding the cause, methods, impact, indicators of compromise, or origins of a Security Incident ("Security Information") will not be deemed confidential information and both the Service Provider and Microsoft may share such information with its representatives, any affected parties, and any governmental authority for the limited purposes of the investigation and remediation of a Security Incident or the prevention of further Security Incidents.

## SCHEDULE 1 – CORE SERVICES

### 1. SUMMARY OF STANDARD CORE SERVICES

- a. Dedicated or shared (as detailed on the Order Email Confirmation) server provision, complete preparation, system build and installation;
- b. Certified secure managed hosting infrastructure;
- c. Power to each rack is backed up by smart UPS systems and diesel power generation;
- d. Monitored air conditioning system, maintaining a constant environment;
- e. Sophisticated fire detection system with gas based fire suppression;
- f. "Eyes" support/"Hands" support during Normal Working Hours; and
- g. 24x7 monitoring of all Customer systems with CCTV and secure access control

### 2. CORE SERVICES OVERVIEW:

Application servers connect with a shared 'front-end' infrastructure which then integrates with a shared 'back-end' systems management, data storage and data backup infrastructure, although this is entirely separate and secure.

### 3. HOSTING SUITE CONNECTIVITY:

The Hosting Suite connectivity/bandwidth will be delivered via resilient high speed fibre connections. This service has been configured to provide access through the provisioning of diverse connections from separate providers. This service will be managed and monitored by the Service Provider's personnel.

### 4. DATA STORAGE/BACKUP:

The Service Provider provides a data storage/data backup infrastructure that enables management systems to provide high throughput data backup options, ranging from full to daily incremental backups to optional secure offsite storage. This service will be managed and monitored by Service Provider personnel

### 5. SERVICE DESK AND OPERATIONAL SUPPORT:

- a. The following services are included in the operational support services included under this Agreement:
  - i. support of the hosted infrastructure;
  - ii. support of Microsoft Office and email; and
  - iii. installation of third party software updates;
- b. The following services are excluded:
  - i. support for users' personal home printers, PC's and devices;
  - ii. support for Your software not included in the Order Email Confirmation;
  - iii. cleaning of viruses or malware from Your personal equipment; and
  - iv. setup of equipment purchased from an alternative vendor/supplier.
- c. Any support services from the excluded list above which are provided by the Service Provider will be chargeable at its normal hourly rates.
- d. Depending on the level of Support Services opted for by You, if any, the Service Provider's personnel will provide a Service Desk facility for all support calls made during Normal Working Hours, on an "Eyes" support and "Hands" support service basis, backed up by a 24x7 monitoring facility.

- e. References to “Eyes” support and “Hands” support means support will be provided in response to a request or problem identified by You with an appropriate level of expertise being provided by the Service Provider in accordance with the level of Support Services procured by You as part of this Agreement but excluding, for the avoidance of doubt:
  - i. any regularly scheduled physical monitoring of the Your system; or
  - ii. the provision of any services or expertise by the Service Provider’s personnel specific to Your hardware, operating system or applications.

**6. PROVISIONS:**

- a. The Service Provider shall provide the following services as a minimum:

Data Backup:	a full system back-up shall be provided each business day
Data Restoration:	arrangements to be agreed to suit the requirements at the time
System Management:	unlimited hours per week as required
Service Desk:	“Eyes” support and “Hands” support during Normal Working Hours
System Monitoring:	24 hours per day Monday to Friday
Contractor Monitoring:	management and supervision of all third party outside contractors carrying out work at the Hosting Suite

- b. Non-emergency requests that do not require scheduled downtime will be addressed within two Business Days or as otherwise agreed between the parties. Non-emergency maintenance requiring downtime, will be performed during the specified maintenance window, subject to staff availability.
- c. Access to Your systems by the Authorised Users will be on a 24x7 basis although there will be some reduced service windows whilst the system is being backed up. All backup storage and magnetic media for the term of this Agreement have been included in the system usage pricing.
- d. A change order procedure will be implemented for work that is required to be scheduled.

**7. OTHER SERVICES SUMMARY:**

- a. Installation and commissioning of equipment, server and storage infrastructures required to provide the Core Services;
- b. Network configuration and testing;
- c. Data Storage will be provided using Raid Subsystems directly attached to each server;
- d. Data Backup will be delivered using a Backup to Disk solution and replication to another Hosting Suite; and
- e. Server and Storage monitoring - 24x7 with software management tools.

**8. SCHEDULE OF SERVICES**

**CORE SYSTEMS:**

- a. managed firewall and VPN security services.
- b. managed anti-virus control (hosted servers, email and workstations).
- c. managed email spam and malware filtering.
- d. managed private and public broadband connectivity.
- e. managed real time intrusion detection.
- f. managed email SMTP routing.
- g. managed email content and attachment filtering.
- h. managed data storage/data backup/restoration subsystem.
- i. managed DNS and MX services (domain name management and mail forwarding).
- j. web hosting service (informative and non CMS web sites only).

**CORE APPLICATIONS DELIVERED**

Secure Encrypted Thin-Client Server Application delivery for:

- a. Microsoft Windows File/Print/Email Gateway Services.
- b. Microsoft Exchange Email Services.
- c. Microsoft SQL Database Services (if selected).

The use of Microsoft software as part of the Core Systems does not imply any warranty on the part of Microsoft or any liability by Microsoft for any damages, whether direct, indirect, or consequential, arising from the use of such software and all such warranties and liability are hereby excluded; product support for the use of such Microsoft software as part of the Core Systems is the responsibility of the Service Provider

- 9. **CUSTOMER SPECIFIC APPLICATION SOFTWARE:** Please see the Order Email Confirmation
- 10. **REMOTE SERVICES DELIVERED (VIA RSG):** Please see the Order Email Confirmation
- 11. **HARDWARE INITIALLY SUPPLIED TO YOU:** Please see the Order Email Confirmation

**THE SERVICE PROVIDER’S RESPONSIBILITIES**

The Service Provider shall provide the following:

- 1. **GENERAL MANAGEMENT:** Day to day technical management of the hosted IT system will be provided by the Service Provider.
- 2. **MONITORING AND OPERATIONS:** Monitoring and technical operations of the server and storage infrastructure will be conducted by the Service Provider’s personnel.
- 3. **TECHNOLOGY REFRESH HARDWARE, SOFTWARE, SUPPORT AND MAINTENANCE:** The Service Provider will provide the following support services at both the Hosting Suite and Your premises at the times and in accordance with the relevant Support Services.

**Software**

- a. The Service Provider will provide software support, incorporating the Core Services systems and applications being delivered. The Service Provider will **not** provide end user application support (e.g. Your business specific applications) and for these applications You must maintain support contracts with the relevant application providers throughout the period of this Agreement. The Service Provider will use reasonable endeavours to assist in diagnosing specific technical problems and will use reasonable endeavours to work and co-operate with the relevant application provider, however depending on the complexity, support from the Service Desk beyond what the Service Provider considers reasonable in such situation may be chargeable at the Service Provider’s sole discretion at normal hourly rates.
- b. All support-related calls to the Service Provider must be made to the Service Desk, otherwise they will not be deemed to have been logged.

**Technology Refresh Hardware**

- a. Only Technology Refresh Hardware supplied by the Service Provider or by suppliers approved by the Service Provider in writing and commissioned by the Service Provider at Your expense will be supported as part of the Core Services.
- b. All network infrastructure, desktop, laptop and printing equipment provided separately will be maintained and supported directly by Hewlett Packard or alternative manufacturers as instructed by the Service Provider with their onsite ‘Care Pack’ services. The maintenance service will be for the duration of the Care Pack taken out at the time of the equipment purchase.
- c. The Service Provider shall not be obliged to carry out any of the following:
  - i. any remedial maintenance repair or reconditioning due to accident, neglect, misuse or default either by You or other third party or by any other cause whatsoever save for the negligence of the Service Provider, its servants or agents. The Service Provider will at Your request and expense, effect repairs to the relevant item of Technology Refresh Hardware arising from any such cause;
  - ii. correction of faulty operation of any items of Technology Refresh Hardware due to operator error;
  - iii. changes and/or alteration by You to or in the specification of any item of Technology Refresh Hardware;
  - iv. commission any Technology Refresh Hardware which has not been supplied to You by the Service Provider;
  - v. repair or renewal of consumable items such as (but not limited to) cartridges, printer ribbons, print heads, disk packs, toner, fuser drums, and UPS batteries; and
  - vi. electrical and data cabling work external to the Technology Refresh Hardware or maintenance of any addition to any item of Technology Refresh Hardware,

Provided Always That if any of the above services are carried out by the Service Provider, they will be chargeable at the Service Provider’s normal hourly rates.

**SERVICE AVAILABILITY**

- 1. **AVAILABILITY OF SERVICE:** The Service Provider will provide the Services in accordance with the availability levels for the Services as specified in column (1) of the table below (excluding any periods of controlled outage and otherwise subject to the terms of this Agreement). Service availability levels are normally presented in terms of % uptime during a 24/7 period. The table also outlines in column (2) the equivalent periods of downtime for the corresponding levels of uptime.

(1)	(2)
% Uptime	Equivalent unscheduled downtime per month
99.0	7 hours 15 minutes
99.5	3 hours 45 minutes
99.85	1 hour
99.9	45 minutes
99.95	16 minutes
99.99	3 minutes
99.999	25 seconds

Under this Agreement, the Core Service availability level is 99.85%.

- 2. **CONTROLLED OUTAGE:** Controlled outage is a temporary suspension of part or all services, in order to enable the Service Provider to undertake vital remedial/maintenance or upgrade work. The Service Provider will use its reasonable endeavours to undertake controlled outages so as to have the minimum impact on Your operations where possible and to do so within the agreed support hours.
- 3. **OUT OF SERVICE DEFINITION:** If any of the Services exceed the equivalent down time as expressed in minutes per month as detailed in the Availability of Service Section above, then the following actions will be taken:
  - a. one occurrence in any consecutive three month period - a summary report will be detailed, defining the nature of the fault or problem outlining the details of the actions taken and the final remedy.
  - b. two occurrences in any consecutive three month period - a summary report will be detailed followed by a meeting with You, explaining defining the nature of the fault or problem whilst providing details of the actions taken and the final remedy.

- c. every month for three consecutive months - The Service Provider will undertake a service delivery review which may result in an overhaul of the systems and services provided in order to bring system availability and continuity back on track and in line with the contracted level of availability. This will be done at Your convenience.

The clock will start on an outage period with effect from either (1) the time when Your reported fault is logged with the Service Desk or (2) the time at which the fault is monitored and logged by the Service Provider's monitoring systems.

- 4. **SYSTEM UPDATES:** The Service Provider will from time to time apply Patches as appropriate. You will be responsible for purchasing software upgrades/updates where reasonably required by the Service Provider. The Service Provider reserves the right to withdraw support in the event of You failing to maintain manufacturers' recommended release levels of its software.
- 5. **DISASTER RECOVERY SERVICES:** If specified as applicable in the Order Email Confirmation, the Service Provider shall provide Disaster Recovery Services to You.

## SCHEDULE 2 – SUPPORT SERVICES

- 1. The provision of the Core Services in accordance with schedule 1 will be provided on one of following basis as stipulated in the Order Email Confirmation

Description of service	Availability of Service
Standard Support	Mon-Fri 08:00 – 18.15 (excluding bank holidays)
Advanced Support	24 hours a day 7 days a week

### Fault categories and response times

Priority	Definition	Response Time (Business Hours)	Updates (Business Hours)
P1	Major service outage. All services and/or entire customer site offline	1.0	1.0
P2	Services affected but customer is operational	2.0	3.0
P3	Single user affected/minor impact or other request	3.5	8.0

### Requests

Priority	Definition	Response Time (Business Hours)	Completion (Business Days)
NA	Moves, additions, changes	4.0	5.0

### Major Service Outages (MSO)

Type	Definition	Response Time (Business Days)
RFO	Reason For Outage (RFO) summary covering the root cause and corrective and/or preventative measures to be taken	10.0

- 2. Subject to payment of the Service Provider's charges that will be quoted from time to time, support work will be available outside Normal Working Hours to those with Standard Support.
- 3. You will pay the Service Provider's charges monthly in arrears at the rates prevailing at the time the relevant support work and/or site visits are requested by You and carried out by the Service Provider for support work services which fall outside the scope of the Services contracted for by You pursuant to this Agreement.
- 4. Whilst creating new users and deleting old users comprises part of the Services, charges will be made if the Service Provider's staff have to perform an account clean up or to manage the leaving user's data.
- 5. Any new applications You require, will be tested, installed and delivered to users as an extra to the Services provided pursuant to this Agreement contract and extra support services will be required on certain products. The Service Provider will discuss any prospective software prior to Your commitment to purchase.
- 6. Any payroll and accounting Software year end or interim updates will be carried out between Monday to Thursday during the hours of 8.00 am to 6.00 pm which may involve system down time. Extra charges will be made if You require this work to be undertaken outside of these days/hours.
- 7. If any communications bandwidth increases are required, these will be charged at an agreed fee at the relevant time.
- 8. Voice calls made on broadband lines will be billed to You on a monthly basis at the Service Provider's prevailing rates per line.

**APPENDIX 1 - NOTICE OF CHANGE FORM**

Type of Change	New User / User Change / Delete User
Date of Change:	
Forename & Middle Initial:	
Known As:	
Surname:	
Gender:	
Employee No:	
Job Title:	
Business Unit:	
Location:	
Line Manager:	
Replacing:	
Direct Dial No:	
Mobile No:	

**ON THE DATE STATED, THE ABOVE PERSON REQUIRES:  
IT:**

Specific applications:	
Specific data access:	
Example Current User:	
Email:	
Primary Domain:	
Secondary:	
Distribution Listings:	
Redirection on leaving:	

**NOTIFICATION:**

Full User:	<input type="checkbox"/>
Occasional User:	<input type="checkbox"/>
Email only:	<input type="checkbox"/>

**SPECIAL INSTRUCTIONS:**

*This order is governed by the terms of the agreement dated [DATE] between Elitetele.com t/a Elite Group and [COMPANY NAME OF CUSTOMER]. No other terms shall apply, notwithstanding any terms You appended to this Order Form.*

*Elitetele.com t/a Elite Group, a company registered in England and Wales with registration number 03228824 whose registered office is at Dawson House, Matrix Business Park, Buckshaw Village, Chorley, Lancashire, PR7 7NA.*

**APPENDIX 2 – END USER TERMS**

In accordance with these Datacentre IT Service Specific Terms, the End User Terms are accessible on the links below.

Microsoft 365 - <http://www.microsoft.com/licensing/contracts>

Microsoft Azure - <http://www.microsoft.com/licensing/contracts>

Panda - [https://aether.pandasecurity.com/Resources/Views/Eula/ad\\_en-US.html](https://aether.pandasecurity.com/Resources/Views/Eula/ad_en-US.html)

Skykick - <https://www.skykick.com/customer-terms-conditions/>

Exclaimer - <https://27ad9b15168898cc06b1-df42aefc9710d7450f0b6f82965bfef0.ssl.cf1.rackcdn.com/Exclaimer%20Cloud%20-%20Email%20Signatures%20Software%20-%20Terms%20and%20Conditions%202019-03-27.pdf>