

Schedule Between

Primary ICT Support Limited, a company incorporated in England under Companies House number: 5682565.

Whose

registered address is: 8 Madison Court, Leeds, LS10 1DX. ("The Supplier")

AND

And the client referred to in the agreement quote.

1. Interpretation

In this Agreement:

1.1. **"Equipment"** means the computer hardware (including operating system software)

1.2 **"Initial Period"** means the initial period of this agreement

1.3 **"Location"** means the physical situation of the Equipment

1.4 **"Maintenance Service"** means any goods, services or advice to be provided by the Supplier to the Client; 1.5 **"Speci ed**

Sum" means the agreed consideration to be paid by the Client to the Supplier for the Maintenance

Service.

1.6 **"The Commencement Date"** is the agreed date for the start of the service.

2. Agreement

In consideration of the payment of the Speci ed Sum by the Client to the Supplier, the Supplier shall provide the Maintenance Service.

3. Variations to Maintenance Service

3.1. The Supplier shall provide the Maintenance Service to the Client subject to the terms of this Agreement.

3.2. Because of the nature of the work to be undertaken by the Supplier, both parties accept that it may be necessary to agree to alter or adapt the Maintenance Service and that any additional works beyond the scope of the Maintenance Service may not be included in the Speci ed Sum as detailed in this Agreement. Where this is the case the Supplier shall inform the Client and not incur any expense without prior written approval from the Client. The parties therefore accept that any changes or additions to the Maintenance Service, the terms of this Agreement or the Speci ed Sum will be valid only if agreed in writing by the Supplier and the Client.

4. Charges

4.1 In consideration of the Maintenance Service the Client shall pay the Speci ed Sum periodically in advance. No payment shall be considered made until the Supplier receives it.

4.2 Any pre-agreed charges payable by the Client hereunder in addition to the Speci ed Sum shall be paid within thirty days after receipt of the Supplier's invoice therefore

4.3 Where the Supplier becomes aware of equipment at the Location which is not included in the Equipment and in respect of which the Client requests any maintenance services ('Additional Equipment') the Supplier will charge for it according to the rate set out, such charge backdated and to be added to the Specified Sum in respect of future payments

4.4 It is agreed that the per unit charges making up the Specified Sum shall not be subject to any increase for a period of one year from signature of this Agreement.

4.5 Fees are subject to an increase of up to five (5) percent per year. All amounts shall be payable by the client to Primary ICT Support without right of deduction or demand.

4.6 Primary ICT Support will have no obligation to perform any services rendered under this agreement or otherwise, unless all charges, fees and taxes for services rendered under this agreement have been paid in full by the client when due. In the event of non-payment of any sum due and owing under this agreement, Primary ICT Support shall have the right to suspend or immediately terminate the providing services, without notice, and may determine whether to reinstate any services upon receipt of payment in full of sums owed.

5. Exceptions

5.1 The Maintenance Services include any maintenance of the Equipment which is necessitated as a result of fair wear and tear. The Maintenance Services do not include any maintenance of the Equipment, which is necessitated as a result of

5.1.1 Act of God, rebellion, war, act of violence, or any other similar occurrence; or

5.1.2 Any attempt by any person other than the Supplier's personnel to adjust, repair or maintain the Equipment; or

5.2 The Maintenance Services do not include:

5.2.1 Repair or renewal of tapes, disk packs, printing cartridges or other consumable supplies; 5.2.2 Building

Electrical or other environmental work/air conditioning external to the Equipment;

5.2.3 Maintenance or support of application software.

6. Replacement

6.1 The Supplier reserves the right to suggest the replacement of the whole of the Equipment or any part or parts thereof which may be found to be faulty or in need of investigation and such replacements will be charged at cost to the Client subject to the client's prior written authorisation. If such requests are ignored or the client chooses to supply their own equipment or solution, Primary ICT Support LTD reserves the right to either (1) exclude the equipment or solution from this agreement without written notice or (2) supply an additional agreement covering the equipment or solution as a separate agreement to the one initially agreed upon.

6.2 The provisions of this Agreement shall apply to all replacements and renewals of any part or parts of the Equipment made by the Supplier (with the Client's prior written authorisation) during the continuance of this Agreement.

7. Client's obligations

During the continuance of this agreement the Client shall:

7.1 provide the Supplier with full access to their premises and Equipment and relevant personnel for the purposes of this Agreement;

7.2 provide such telecommunication facilities as are reasonably required by the Supplier for testing and diagnostic purposes at the Client's expense;

7.3 (subject to any back-up services that may be supplied by Supplier from time to time) keep full security copies of the Client's programs, data bases and computer records in accordance with best computing practice.

7.4 to ensure that relevant third party infrastructure suppliers (e.g. ISP or telecom providers) to the Client are authorised to speak to the Supplier (so that Supplier may liaise directly with them), and where direct contact is not possible between Supplier and such third parties the Client agrees to expediently follow up with such third parties in respect of issues identified by the Supplier as being the responsibility of the relevant third party, and to inform the Supplier when the issue is resolved;

7.5 The Client shall be responsible for ensuring the accuracy of all data or other information provided to the Supplier in the course of this Agreement.

7A. Supplier Obligations

Supplier shall provide the services set out at to the best of Supplier's ability and in accordance with the parameters set out at schedule 2.

8. Duration

This Agreement shall commence on the Commencement Date as stated and shall continue for the Initial Period of 1 Year and shall remain in force thereafter until terminated by either party in accordance with Section 12 of this Agreement.

9. Warranties

9.1 The Supplier warrants to the Client that the Maintenance Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with this Agreement and any timetables or other targets agreed.

9.2 Where, in connection with the provision of the Maintenance Service, the Supplier supplies any goods supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier (and where this is not possible the Supplier shall inform Client in advance).

10. Limitation of Liability

These conditions shall not be deemed to constitute or imply any warranty by the Supplier that the Equipment will at all times operate satisfactorily without malfunction, and the Supplier gives no such warranty. The Maintenance Services have been negotiated and agreed by the Supplier with the Client in the context of information provided by the Client as to the Client's particular needs and requirements. The Maintenance Services have been prepared and costed accordingly.

Therefore:

10.1 The Supplier shall have no liability to the Client for any delay, loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client;

10.2 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from the Client making use of the Maintenance Services for any purpose not clearly disclosed to the Supplier or from the Client allowing a third party to make use of the Maintenance Services;

10.3 Except in respect of death or personal injury caused by the Supplier's negligence or in relation to fraud or theft, or as expressly agreed in writing between the parties, the Supplier shall not be liable to the Client by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement, for any indirect loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims which arises out of or in connection with the provision of the Maintenance Service or its use by the Client.

10.4 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly agreed in writing between the parties, the entire liability of the Supplier under or in connection with a claim under this Agreement or the Maintenance Services shall not exceed an amount equal to six times the Supplier's total monthly anticipated charges for providing the Maintenance Services as detailed in this Agreement.

11. Confidentiality

11.1 Both parties will take all reasonable steps to ensure that any documents or other materials and data or other information which are supplied to the other party in the provision of the Maintenance Services remain confidential to the parties. Such information will only be made available by the parties to those personnel who have a reasonable need to know of it for the purposes of this Agreement and the documents or other materials and data or other information or copies thereof will not be made available to any third parties. Either party is entitled to demand the return of all copies of any such documents or other materials and data or other information within 7 days by giving the other party written notice. Supplier will delete any Client data (or part thereof) within five working days of a written request.

11.2 This obligation of confidentiality will remain in force beyond the cessation or other termination of this Agreement.

11.3 This clause shall not apply to any documents or other materials and data or other information which are already in the public domain at the time when they are provided by either party, and shall cease to apply where either party is required by law to make a disclosure or if at any time the information becomes public knowledge through no fault of the other party.

11.4 Both parties undertake that any information which is received from the other party in the provision of the Maintenance Services will only be used for the purposes of this Agreement.

12. Term & Termination

12.1 Either party may terminate this agreement at any time by providing at least 3 months' notice with prior written notice to either party.

12.2 Any termination of this Agreement howsoever occasioned shall not affect any accrued rights or liabilities of either party. Nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue on or after such termination.

12.3 The agreement shall be effective for three (3) years, commencing on the date this agreement is executed by the client and Primary ICT Support LTD and shall automatically renew for an additional one-year periods and each anniversary of the effective date.

13. General

13.1 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Maintenance Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control. In the event of such an occurrence the Supplier shall keep the Client informed of the same.

13.2 It is agreed that this Agreement will be governed and construed according to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

13.3 This agreement may not be assigned by either Party without the written consent of the other Party, except that each Party may, without such written consent, assign this Agreement to any purchaser of all or substantially all of the assets in the line of business to which this agreement pertains. Upon assignment, the rights and obligations under this agreement shall be binding upon and inure to the benefit of said purchaser or successor in interest.

14. Employment Restriction

14.1 During the term of this agreement (including any renewals and extensions) and for a period of one year after its termination (for whatever reason) the client will not solicit or hire either directly or through any associated company, firm or person any personnel of the supplier engaged in the performance of this agreement at any time during the previous twelve months. If the client is in breach of this condition, the client, recognising that the supplier will suffer substantial damage, will pay to the supplier by way of liquidated damages (and not as penalty) a sum equal to the annual salary for the immediately preceding twelve months of the person concerned or such sum on a pro rata basis where the person concerned was employed by the supplier or was undertaking services for the supplier for less than the preceding twelve months.

14.2 During the term of this agreement (including any renewals and extensions) and for a period of one year after its termination (for whatever reason) the supplier will not solicit or hire either directly or through any associated company, firm or person any named contact of the client who had been named at any time during the previous twelve months. If the supplier is in breach of this condition, the supplier, recognizing that the client will suffer substantial damage, will pay to the client by way of liquidated damages (and not as penalty) a sum equal to the annual salary for the immediately preceding twelve months where the person concerned was employed by the client or was undertaking services for the client for less than the preceding twelve months.

Schedule 2 – Maintenance Services

Specific scope of this Agreement

Primary ICT Support Limited undertakes to maintain the Client's computer systems and provide breakdown support and assistance on all operating system software and all hardware associated, either by telephone, remote connection to the Client's network or, if necessary, site visit. The Supplier will perform preventative maintenance tasks on the client's systems regularly.

Services covered by the Managed Service Agreement

- Unlimited Remote Support - 8.30am - 5pm (Excluding Bank & Public Holidays).
- Unlimited On-Site Support - 8.30am - 5pm (Excluding Bank & Public Holidays)
- Unlimited Consultancy & Technical advice
- Proactive Monitoring & Management of all IT Systems
- Engagement with 3rd Party contracts to assist in problem resolution on behalf of Supporting Minds.
- Dedicated Account Manager

Hardware Failure

All warranties for equipment will be held directly with the manufacturer. In the event of a hardware failure, the Supplier will endeavour to liaise with the manufacturer and undertake the manufacturer's recommended course of action within reason on behalf of the client under the terms of this agreement to resolve hardware issues.

Scheduled Maintenance Services – General scope

During the continuance of this Agreement, the Supplier shall provide the following maintenance services in respect of the Equipment:

(1) Corrective maintenance

Upon receipt of notification from the Client that the Equipment has failed or is malfunctioning, the Supplier shall during Maintenance Hours (i.e. the Hours of Services set out below) make such repairs and adjustments to and replace such parts of the Equipment as may be necessary to restore the Equipment to its proper operating condition.

(2) Response time

On receipt of a request for corrective maintenance, if the problem cannot be satisfactorily resolved by telephone or remote control access the Supplier should despatch a suitably qualified service engineer to the Location within 4 working hours.

SLA LEVEL RESPONSE TIME EXAMPLES

SLA LEVEL	RESPONSE TIME	EXAMPLES
P1 – Business critical	30 minutes Target Time: Immediate	Service / system / hardware / software problem affecting all users and the customer's organisation cannot function.
P2 – Service Critical	Next Working Day Target: 4 Hours	Service/ system/ hardware/ software problem affecting many users but it is not critical to the operation of the organisation.
P3 – Standard Response	3 Working Days Target: 9 Hours	Service / system / hardware / software problem affecting one to five users, or partial loss of functionality within a module.
P4 – Request Response	5 Working Days Target: 36 Hours	Service / system / hardware / software problem affecting one user, or usage queries.
P5 – Advisory Response	7 Days Target: 36 Hours	Requests for advice and guidance regarding the systems and services supported, or a problem where the school has agreed to a delayed response (e.g. where a member of staff is happy to wait until a school holiday for a fix).

Our operating hours are Monday to Friday, 08:00 to 17:00 (Bank Holidays not included). After-hours support is excluded from this agreement. But is available on request.

Charges for work not covered by the Maintenance Service – Project Work

(Configuration & installation of systems, systems upgrades, office re-location, structured cabling, AV, are examples of Project work.)

Project work (office hours) £35.00 per hour
Project work (evenings) £60.00 per hour
Project work (weekends) £95.00 per hour
Project work (Monday to Friday 8:00 to 17:00) one day £350
Project work (weekends, & bank holidays) one day £675.00

Training Issues

With the rapidly changing systems, some tickets submitted are in fact training issues & not system faults. Wherever possible, an immediate answer or guidance will be given. Should onsite training be required, charges for training will be at your preferred hourly rate.

Timescales:

Initial Period: The contract start date is to be confirmed ("Commencement Date") and will remain in force for three months from the date of the inception and continue thereafter unless terminated in accordance with the terms herein.

Termination Period: Either party can terminate the contract by giving three full calendar month's written notice within the Initial Period and three calendar months' notice thereafter.