



TERMS AND CONDITIONS

ONSITE TECHNOLOGIES LIMITED

Parties:

Contract No:	ON0054
Service Provider:	Onsite Technologies (company registration number 6911309) whose registered offices are 3rd Floor, Essex House, Station Road, Upminster, Essex, RM14 2SJ
Client:	Venture Contracts Ltd Company registration number 08667003 whose registered offices are Carlton House, High Street, Higham Ferrers, Northamptonshire, NN10 8BW United Kingdom.

Terms of the Agreement:

Commencement Date:	1 st June 2022
Term (subject to termination right)	12 months from Commencement Date.
Address for Notices for Service Provider in accordance with clause 3.4:	Address: 3rd Floor, Essex House, Station Road, Upminster, Essex, RM14 2SJ For the attention of: Toby Sillett

1. INTERPRETATION

1.1 The Following Definitions and Rules of Interpretation Apply in These Conditions.

1.2 Definitions:

"Asset List" is as defined in paragraph 2 of Schedule 1.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England, when commercial banks in London are open for non-automated business.

"Charges" means the charges set out in Schedule 3 where they are included within the Specification which are payable by You for the supply of the Services in accordance with clause 0 (Charges and payment).

"Commencement Date" means the commencement date set out within the Specification when the provision of the Services is due to begin.

"Conditions" means these terms and conditions as amended from time to time in accordance with clause 12.5.

"Contract" means the contract between Us and You for the supply of Services in accordance with these Conditions including the Schedules.

"Data Protection Legislation" means all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, (for so long as and to the extent that the law of the European Union has legal effect in the UK) (ii) the General Data Protection Regulation ((EU) 2016/679) and (iii) any other directly applicable European Union regulation relating to privacy.

"Deliverables" is as set out in the Specification (if any).

"Designated Property" means the locations set out within Schedule 5.

"Initial Term" means the initial term set out within the Specification beginning on the Commencement Date.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Order" means the Your order for Services as set out in the Specification.

"Our Materials" means has the meaning set out in clause 5.1(o).

"Services" means the services, including the Deliverables (if any), supplied by Us to You as set out in the Specification.

"SLA" means the Service Level Agreement set out in Schedule 2.

"Specification" means the description or specification of the Services provided by Us to You as set out in Schedule 4.

"Termination Date" means the date of termination of this agreement, howsoever arising.

"We" or "Us" or "Our" or "Ourselves" means ONSITE TECHNOLOGIES LTD registered in England and Wales with company number 06911309 whose registered office is at 2nd Floor, Romy House, 163-167 Kings Road, Brentwood, Essex, CM14 4EG.

"You" or "Your" or "Client" means the person or firm who commissions the performance of the Services as more particularly defined in Schedule 4.

"Your Default" means has the meaning set out in clause 5.2.

"Your Equipment" means Your IT equipment set out in Schedule 6 used by You and any hardware included on the Asset List which We will be required to use and have access in order to provide the Services.

1.3 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) 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.
- (c) A reference to writing or written includes email but not fax or any other form of electronic communication.
- (d) Headings are inserted for convenience only.
- (e) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- (f) Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- (g) The Schedules 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 Schedules.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by You to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when We issue written acceptance of the Order at which point, and on which date the Contract shall come into existence.
- 2.3 Any samples, drawings, descriptive matter or advertising issued by Us, and any descriptions or illustrations contained in Our catalogues, brochures, or websites are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by Us shall not constitute an offer. Our quotation is only valid for a period of 20 Business Days from its date of issue.

3. TERM OF ENGAGEMENT

3.1 You shall engage Us, and We shall perform the Services and deliver the Deliverables on the terms of this agreement.

3.2 Unless terminated earlier in accordance with clause 10 (Termination) or this clause 3, this agreement shall continue until the final day of the Initial Term.

3.3 This agreement shall automatically extend for a further 90 days (the “Extended Term”) at the end of the Initial Term and at the end of each Extended Term.

3.4 You may give written notice to Us, not later than 90 days before the end of the Initial Term or the relevant Extended Term, to terminate this agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

3.5 We may give 4 weeks written notice to You to terminate this agreement at any time throughout the Initial Term and the Extended Term (if any). In the event that notice is served on You in accordance with this clause, the agreement will be deemed to terminate on the expiry of that notice. In such an event, We will provide You with a pro-rata refund of any fees pre-paid but unused as of the effective date of such termination.

3.6 Save as above, the provisions of clause 10 (Termination) shall apply.

3.7 On termination of this contract (by either party) You must cover the cost of any 3rd party contracted commitments terms, or migrate these commitments away from Us to your new service provider.

4. SUPPLY OF SERVICES

4.1 We shall supply the Services to You in accordance with the Specification in all material respects.

4.2 We shall use reasonable endeavours to meet any performance dates specified in the Specification and SLA. In the event that We do not meet the performance dates specified in the Specification and SLA the parties shall mutually agree on a service credit to be provided from US to You depending on the length and nature of the delay (or a refund in the event a termination occurs prior to invoicing of new fees).

4.3 We shall not guarantee any particular response times, nor do We guarantee that the Services will be provided without interruption or error.

4.4 We reserve the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services. We shall notify You in any such event.

4.5 We shall carry out the Services using reasonable care and skill.

4.6 We may have to suspend the Services to:

- (a) deal with any emergency;
- (b) deal with technical problems or make minor technical changes;
- (c) resolve any issues with Our utilities, such as telecommunications;
- (d) carry out repairs, maintenance or improvements to Our Services;
- (e) update the services to reflect changes in relevant laws and regulatory requirements;
- (f) make changes to the Services as requested by You or notified by Us to You; or
- (g) deal with the issue where the internet is not available.

4.7 Where We have to suspend Services in accordance with clause 4.6, We will contact You to tell You that We will be suspending the Services, unless the problem is urgent or an emergency. If We have to suspend the services for longer than 2 weeks We will adjust the price so that You do not pay for Services while they are suspended. Nothing in this clause limits Your rights to terminate this agreement. Notwithstanding anything to the contrary, We shall only use the ability to suspend the services as provided in 4.6 if an issue detailed in (a) through (g) directly affects the Services provided by Us to You.

4.8 To the extent we use agents, consultants and subcontractors in performance of the Services We shall be responsible and liable for such person(s)/entity's compliance with the terms of this agreement, including but not limited to Section 12.3. In the event we intend to use any of the above mentioned persons/entity's, We shall inform You we shall provide you with prior notice of such appointment.

5. OBLIGATIONS

5.1 You shall:

- (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- (b) co-operate with Us in all matters relating to the Services;
- (c) provide Us, Our employees, agents, consultants and subcontractors, with access to Your Designated Property and other facilities as reasonably required by Us to perform the Services;
- (d) provide Us with such information and materials as We may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) prepare Your Designated Property and Your Equipment for the supply of the Services;
- (f) make available to Us:
 - (i) any and all documents associated with Your Equipment; and
 - (ii) access to any additional third-party provider's information such as, telecoms.
- (g) provide Us, Our employees, agents, consultants and subcontractors, with remote or physical access to Your Equipment;
- (h) assist Us in rectifying or identifying any defect or malfunction with Your Equipment;

- (i) notify Us immediately if You become aware of any fault with any of Our Services or the Deliverables;
- (j) not permit any changes or modifications to be made to Our Equipment by any other party other than those previously authorised by Us;
- (k) not use Our Services:
 - (i) to infringe the Intellectual Property or other rights of any third party; or
 - (ii) to engage in illegal, unlawful or immoral activities.
- (l) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start, provided that You shall not be responsible for any licenses, permissions, and consents necessary for US to operate as a business and provided the Services to You;
- (m) ensure that data backups are created regularly and, in such manner, to minimise data loss in addition to and separate to any data backups which We create as part of Our Services. Where Services include backup or archive Service these are intended as a Service of last resort and not primary storage;
- (n) comply with all applicable laws, including health and safety laws;
- (o) keep all Our materials, equipment, documents and other property ("Our Materials") at Your Designated Property in safe custody at Your own risk, maintain Our Materials in good condition until returned to Us, and not dispose of or use Our Materials other than in accordance with Our written instructions or authorisation; and
- (p) comply with any additional obligations as set out in the Specification (if any).

5.2 If Our performance of any of Our obligations under the Contract is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation ("Your Default"):

- (a) without limiting or affecting any other right or remedy available to Us, We shall have the right to suspend performance of the Services until You remedy Your Default, and to rely on Your Default to relieve US from the performance of any of Our obligations in each case to the extent Your Default prevents or delays Our performance of any of Our obligations;
- (b) We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from Our failure or delay to perform any of Our obligations as set out in this clause 5.2; and
- (c) You shall reimburse Us on written demand for any costs or losses sustained or incurred by Us arising directly or indirectly from Your Default.

5.3 You shall not, without Our prior written consent, at any time from the date of the Contract to the expiry of six months after the completion of the Services, solicit or entice away from Us or employ or attempt to employ any person who is, or has been, engaged as Our employee or sub-contractor, except that You shall not be in breach of this clause 5.3 if You hire Our employee or sub-contractor as a result of a recruitment campaign not specifically targeted to any of Our employees or sub-contractors.

6. CHARGES AND PAYMENT

6.1 The Charges for the Services shall be calculated on a time and materials basis:

- (a) the Charges for Services when included within Your Order shall be set out further in the Specification; and
- (b) Subject to obtaining prior written agreement from You on such costs, We shall be entitled to charge You for any expenses reasonably incurred by the individuals whom We engage in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Us for the performance of the Services, and for the cost of any materials.

6.2 We shall give You 28 days' notice in writing ("Notice of Increase") of any rises in the Charges for the Services but We shall not increase Our Charges more than once in any 12-month period ("Charge Increase"). Notwithstanding anything to the contrary, any such Charge Increase shall be effective upon the renewal of a term, subject to receiving the Notice of Increase as provided above.

6.3 If You do not agree to the Charge Increase, then You may terminate the Contract by serving notice on Us in writing at any time within the 28-day period commencing from the date at which We serve a Notice of Increase on You. If You do not notify Us within the 28-day period to terminate in accordance with this clause 6.3, or if We do not hear from You in relation to the Charge Increase, You shall be deemed to accept the Charge Increase.

6.4 We shall invoice You either hourly, monthly or annually, depending on the Services which We provide to You which shall be set out further in Schedule 3 and confirmed in the Specification.

6.5 You shall pay each invoice submitted by Us:

- (a) within 30 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by Us, and time for payment shall be of the essence of the Contract.

6.6 All amounts payable by You under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where We make any taxable supply for VAT purposes under the Contract to You, You shall, on receipt of a valid VAT invoice from Us, pay to Us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.7 If You fail to make a payment due to Us under the Contract by the due date, then, without limiting Our remedies under clause 9.1, You shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

6.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by You) shall be owned by Us.
- 7.2 We grant to You, or shall procure the direct grant to You of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by You) for the purpose of receiving and using the Services and the Deliverables in Your business.
- 7.3 You shall not sub-license, assign or otherwise transfer the rights granted in clause 7.2.
- 7.4 You grant Us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by You to Us for the term of the Contract for the express purpose of providing the Services to You.

8. DATA PROTECTION AND DATA PROCESSING

- 8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, You are the data controller and We are the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Schedule 7 sets out the scope, nature and purpose of processing by Us, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, Personal Data) and categories of Data Subject.
- 8.3 Without prejudice to the generality of clause 8.1, You will ensure that You have all necessary appropriate consents and notices in place to enable lawful transfer of Personal Data (as defined in the Data Protection Legislation) to Us for the duration and purposes of the Contract.
- 8.4 Without prejudice to the generality of clause 8.1, We shall, in relation to any Personal Data processed in connection with the performance by Us of Our obligations under the Contract:
 - (a) process that Personal Data only on Your written instructions unless We are required by the laws of any member of the European Union or by the laws of the European Union applicable to Us to process Personal Data (Applicable Data Processing Laws). Where We are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, We shall promptly notify You of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit Us from so notifying You;
 - (b) ensure that We have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its

systems and services, ensuring that availability of and access to Personal Data can be restored (where backup services are included as part of the Services at Schedule 2) in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the following conditions are fulfilled:
 - (i) You/We have provided appropriate safeguards in relation to the transfer and We notify you in advance of such transfer;
 - (ii) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - (iii) We comply with Our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) We comply with reasonable instructions notified to Us in advance by You with respect to the processing of the Personal Data.
- (e) We shall notify You in writing of any Subprocessors that We shall use in performing the Services. If You, in your reasonable discretion, do not approve of the use of such Subprocessors, You shall notify Us in writing and We shall immediately suspend use of such Subprocessor.
- (f) We shall provide You with reasonable assistance to comply with Your obligations pursuant to Data Protection Legislation.

9. LIMITATION OF LIABILITY

9.1 The following provisions set out Our entire financial liability (including without limitation to the act or omission of Our employees, agents and sub-contractors) to You in respect of:

- (a) any breach of the Contract howsoever arising;
- (b) any use made by You of the Services, the Deliverables or any part of them, and
- (c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the Contract.

9.2 All warranties, conditions and other terms implied by common law are, to the fullest extent permitted by law, excluded from the Contract.

9.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

9.4 This clause 9.4 sets out specific heads of excluded loss:

- (a) Subject to clause 9.3, the types of loss listed in clause 9.4(b) are wholly excluded from Our liability to You.
 - (b) The following types of loss are wholly excluded:
 - (i) Loss of profits
 - (ii) Loss of sales or business.
 - (iii) Loss of agreements or contracts.
 - (iv) Loss of anticipated savings.
 - (v) Loss of use or corruption of software, data or information.
 - (vi) Loss of or damage to or depletion goodwill.
 - (vii) Indirect or consequential loss.
 - (viii) Loss of contract.
 - (ix) Any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 9.5 We have given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.6 Unless You notify Us that You intend to make a claim in respect of an event within the notice period, We shall have no liability for that event. The notice period for an event shall start on the day on which You became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 9.7 Subject to clause 9.3, Our total liability to You in respect of all breaches of duty occurring within any contract year shall not exceed the cap.
- 9.8 In clause 9.7:
- (a) "cap" means Our total financial liability to You which shall not exceed £2,000,000;
 - (b) "contract year" means a 12-month period commencing on the day on which You became, or ought reasonably to have become, aware of the event causing Your loss or damage having occurred; and
 - (c) "total liability" means Our total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 9.9 This clause 9 shall survive termination of the Contract.
- 9.10 Your Liability. IN NO EVENT WILL YOU BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES), ARISING OUT OF OR IN ANY MANNER IN CONNECTION WITH THIS AGREEMENT, AND THE PERFORMANCE OR BREACH HEREOF, REGARDLESS OF THE FORM OF ACTION (INCLUDING STRICT LIABILITY, CONTRACT OR NEGLIGENCE), WHETHER OR NOT YOU HAVE

BEEN ADVISED OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES. WE AGREE THAT YOUR AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF YOU IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT WILL BE LIMITED TO THE LESSER OF: (A) ACTUAL DAMAGES INCURRED BY US OR (B) THREE TIMES (3x) FEES PAID BY YOU TO US UNDER THIS AGREEMENT FOR THE ONE (1) YEAR PERIOD PRIOR TO THE DATE LIABILITY ACCRUES.

10. TERMINATION

10.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (b) the other party suspends, or ceases to carry on all or a substantial part of its business; or

10.2 Without affecting any other right or remedy available to Us, We may terminate the Contract with immediate effect by giving written notice to You if:

- (a) You fail to pay any amount due under the Contract on the due date for payment, provided that You are given 10 days to cure such late payment upon receipt of written notice from Us that such payment is late; or
- (b) where You are a company or other form of corporate body, there is a change of control.

10.3 Without affecting any other right or remedy available to Us, We may suspend the supply of Services under the Contract or any other contract between You and Us if You fail to pay any amount due under the Contract on the due date for payment which is not timely cured as provided in 10.2 (a), You become subject to any of the events listed in clause 10.1(a) to clause **Error! Reference source not found.**, or We reasonably believe that You are about to become subject to any of them.

11. CONSEQUENCES OF TERMINATION

11.1 On termination of the Contract:

- (a) You shall immediately pay to Us all Our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, We shall submit an invoice, which shall be payable by You according to the terms herein;
- (b) You shall return all Our Materials and any Deliverables which have not been fully paid for. Until they have been returned, You shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

- 11.2 Subject to Your compliance with clause 11.1, We will provide reasonable assistance to You and to Your nominated agents in assisting with the transition of the provision of Services to a third party. We reserve the right to charge for such assistance.
- 11.3 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 11.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

12. GENERAL

12.1 Force majeure.

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.2 Assignment and other dealings.

- (a) We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all its rights and obligations under the Contract, subject to Your approval, which shall not be unreasonably withheld.
- (b) You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without Our prior written consent.

12.3 Confidentiality.

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of three years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.3(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.4 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties,

representations and understandings between them, whether written or oral, relating to its subject matter.

- (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

12.5 Variation.

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.6 Waiver.

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 Severance.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.8 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in writing from time to time between the parties.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause (iii)

business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.9 Third party rights.

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.10 Governing law.

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

12.11 Jurisdiction.

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SIGNED for and on behalf of the Service Provider by:

1.(Name and Title):

Toby Sillett, Director

.....
Authorised Signature

Date _____

SIGNED for and on behalf of the Client by:

1.(Name and title):

Claire O'Hagan-Cooper, Director

.....
Authorised Signature

Date _____

SCHEDULE 1 – SERVICES

1. Overview

We will provide remote IT support services at Your Designated Property.

OST IT Support Services, engineers will be responsible for supporting the following:

- Firewall
- Workstations: Users: 15

2. IT Audit

The initial hardware asset list (the “Asset List”) will comprise of the following:

- important information including address and contact details;
- credentials including router and server logon information; and
- telephone circuits including circuit number and location.

The Asset List will be provided by You prior to the commencement of the contract. This will be followed up with an onsite audit performed by Us, with asset stickers being issued to all items listed by You in the Asset List.

We will supply a site audit document containing any recommendations to You where necessary.

It is important at the audit stage to get a list of numbers in use, once the transfer of lines takes place

We will need to ascertain the function the line performs, if not in use, the line will be terminated.

- Internet connectivity including current provider
- Third Party services including antivirus and mail filtering
- Remote applications (including email access and remote desktops)
- Workstations including desktop computers and laptops
- Printers
- Software licensing
- Wireless network equipment and SSIDs
- Server hardware including roles
- Shared storage
- Network devices
- Cabinets including location and size

It is important at the stage of the onsite audit that We ascertain the age of equipment, if this equipment is older than four years then We may advise upgrading the hardware. Should You refuse

to upgrade any hardware, we shall not be held liable for any defect, issues, delays, non-performance of any Services.

We will update the Asset List during the contract period as new equipment is implemented to Your core infrastructure. We will be responsible for maintaining the Asset List.

3. Remote Monitoring and Management

Remote monitoring and management provides regular updates directly to Us of Your IT systems on-site to ensure systems are active and stable.

Server Monitoring Application Pack is an agent based application server monitoring for all current Microsoft server applications. 24/7 critical alerts notifications and monthly reports covering the following criteria:

- Critical issues
- Outstanding non-urgent issues
- Server status
- CPU utilisation
- Physical memory utilisation
- Virtual memory utilisation
- Disk utilisation
- System array
- Antivirus status
- Exchange reports
- Backup status
- Available Windows updates

Network monitoring standard service; We will initiate regular Ping tests and SNMP monitoring of any SNMP compliant device and network service monitoring.

Ping is a computer network administration software utility used to test the reachability of a host on an Internet Protocol (IP) network and to measure the round-trip time for messages sent from the originating host to a destination computer and back.

4. Remote Support

We will need to ensure that all support requests are delivered within the defined SLA.

Simple problems will be investigated over the phone with more complex issues being escalated to a 2nd/3rd line engineer and may include a support visit.

We will manage all support requests from You relating to the IT infrastructure as defined in the Asset List.

5. Onsite Support services

Onsite Support services are not included within this contract and site visits will be chargeable at the agreed Ad-Hoc Rate

6. Preventative Maintenance

We work to maintain system performance, allowing Us to recommend improvements and highlight potential risks and present documentation back to You. This allows for pro-active, long term system support.

Standard service offers a preventative maintenance analyst to perform system updates, check all key performance indicators for business-critical systems, and to monitor and maintain. Typical maintenance tasks include the following:

- Audit server event logs for any sign of issues
- Audit server performance reports, optimizing any servers where possible
- Audit Microsoft Exchange database size/s
- Audit active directory user accounts against actual user accounts
- Audit firewall logs for any sign of problems
- Audit server anti-virus protection software ensuring it is running correctly
- Check telephony system logs, backups and firmware version
- Verify remaining disk capacity, all servers, all partitions
- Audit backup logs
- Perform backup spot check to manually verify read/write
- Reconcile backup configuration against user file storage locations
- Check age of backup media, replace media at appropriate intervals
- Test Internet connectivity failover (where applicable)

- Force rotation/expiry of passwords for all network users (where applicable)
- Manage the installation of service packs and updates

As part of this service We will provide a detailed report that will be submitted to You. Follow up actions can be raised with You and ad-hoc reports created. This enables You to be involved in the ongoing system support.

7. SharePoint Management

Includes the management the Office 365 Admin centre and includes Emails, SharePoint Support

10. Backup Services

Backup service will be provided onsite and remotely by Us with the ability to restore Your data.

Backups are provided as a way to ensure business continuity in the event of a disaster. It also provides a layer of protection, which enables Us to restore the data and recover systems to a working order.

Due to the nature of the software and data being backed up, many disaster recovery and backup solutions are available. Points to consider are:

- People, Process, Technology; a Disaster Recovery plan must ensure that business processes are designed and followed and not technology lead.
- Recovery Time Objective; the amount of time it takes to recover from the point of disaster to a functioning environment .
- Recovery Point Objective; what data/work duration can You afford to lose?
- Backup Objectives; simplifying the way data is removed from site on a day to day basis.
- Ensuring the Recovery Point Objective is reduced.

Data is backed up on a regular schedule, to be defined between You and Us. Full and incremental snapshots of the data on Your infrastructure are extracted and can be placed in various different ways.

11. Anti-Virus Protection

Virus Protection is used to prevent infection of business systems and services.

Antivirus systems work to detect, protect and remove malware including Viruses, Worms, Trojans, Spyware and Adware on Server and Desktop infrastructure.

Typically, central management of the Antivirus systems will be configured which not only allows the deployment of any required software/s and policy/s to any Server and Desktop infrastructures, it allows Us to run specific reports across all included systems.

The anti-virus services provider is Trend.

12. All support issues should be reported using the below contact details:

IT Helpdesk Support Line

Tel: 020 3667 1911

Email: ServiceDesk@onsite-tech.co.uk

Website: www.onsite-tech.co.uk

SCHEDULE 2 - SERVICE LEVEL AGREEMENT

We will be performance measured against set service level agreements.

Service Level Agreements (SLA) will apply to all aspects of the works and shall provide Our performance levels being achieved.

A Service Level Agreement will detail standards that meet Your approval with regard to the initial performance indicators within the first two weeks of appointment. These will clearly identify the objectives, mission process and implantation of the Service Level Agreements.

At the regular contract review meetings with Us, compliance with the Service Level Agreements will be reviewed. Findings from the meetings shall be used in updating or modifying the Service Level Agreement(s) and determining Our performance and competence.

Account Management	Quarterly Operational Meeting held with the Account Manager, Service Delivery Manager and the Client. Relevant documents and agenda issued 1 week before, minutes distributed 1-week after	100%
Communications	Response to e-mails/telephone calls by Account Manager within 1 working day	100%
Reporting	Quarterly IT performance / PPM reports submitted on time	90%
Audits	Initial IT & Telephony Audit completed, report compiled	100%
Audits	Initial hardware asset list compiled, accurate and detailed.	100%
Audits	Licence Agreement audits are completed annually	100%
Hardware	Lifecycle of hardware is reviewed and maintained	100%
Hardware	Asset List is updated / maintained for the duration of the contract	95%
Software	Licencing renewals are completed on time, before expiry	100%
Software	Email management services: Continuity, security and archiving services are supported / maintained at all times	95%
Software	Back up services are completed daily	95%
Software	Anti-virus protection is installed, maintained and up to date	95%
Software	Ping tests and SNMP monitoring is carried out continuously.	95%

Software	Domain Name Systems (DNS) are renewed & maintained with records up to date.	100%
Support	Remote support tasks are completed as follows: High Priority: 1st response – within 15 minutes Resolution – within 2 hours Medium Priority: 1st response – within 30 minutes Resolution – within 4 hours Low Priority: 1st response – within 1 hour Resolution – within 8 hours	90%
Support	On site support tasks are completed as follows: High Priority: 1st response – within 15 minutes Resolution – within 4 hours Medium Priority: 1st response – within 30 minutes Resolution – within 24 hours Low Priority: 1st response – within 1 hour Resolution – within 48 hours	90%
Support	Connectivity & LAN maintenance and support tasks are completed as follows: High Priority: 1st response – within 15 minutes Resolution – within 2 hours Medium Priority: 1st response – within 30 minutes Resolution – within 4 hours Low Priority: 1st response – within 1 hour Resolution – within 8 hours	90%
Planned Preventative Maintenance	PPM schedule is agreed and defined, all tasks completed on time.	90%
Disaster Recovery	Disaster recovery plan is implemented and tested annually.	90%
Disaster Recovery	Recovery Time Objective and Recovery Point Objective to be discussed and agreed by both parties within the first 6 months of the contract.	100%

Quotations (Project)	Quotations delivered in agreed template, within 5 working days of request for internal quotes, within 10 working days if a subcontractor is involved	100%
Quotations	Budget cost quotations delivered within 1 working day	90%
Invoices	Submission issued prior to invoice issue	90%
Invoices	Submitted monthly for main contract cost	100%
Invoices	Submitted monthly for reactive work	90%
Invoices	Timely submission	95%
Invoices	Correct	100%

SCHEDULE 3 – FEES AND CHARGES

Onsite Technologies Rate Card:

	Hourly Rate	Out of Hours Hourly Rate (Minimum half day rate on weekends)	In Hour - Day Rate
Desktop Engineer	£71.50	£143.00	£500
Projects charged Ad Hoc			



Quote

Quote Number: 4967
Quote Name: Venture Contracts - IT Refresh (Costs from 1st March onwards) (3)

Payment Terms:
Expiration Date: 18/02/2022

Quote Prepared For

Claire O'Hagan-Cooper
Venture Contracts
32/34 Queensbridge
Northampton, NN4 7BF
United Kingdom
Phone: 03300 25 26 27
claire@venturecontracts.co.uk

Quote Prepared By

Vlad Grisins
Onsite Technologies
Essex House
3rd Floor, Station Road
Upminster, Essex RM14 2SJ
Phone: 02038143657
vladg@onsite-tech.co.uk

Number	Item	Quantity	Unit Price	Extended Price
Monthly Items				
1)	MS 365 Business Premium Monthly Emails, Endpoint Security, Office Apps, SharePoint, Intune, Defender for Office 365 (Annual commitment)	15	£16.60	£249.00
2)	MS Office 365 Exchange Online P1 - Monthly Exchange Online P1 Per Mailbox - 50GB - Email Only Service (Annual commitment)	2	£3.00	£6.00
3)	MS Defender for Office 365 - Monthly Spam filtering for 2 Email only Accounts (Annual commitment)	2	£1.50	£3.00
4)	MS Office 365 Cloud to Cloud Backup Mailboxes, OneDrive and SharePoint (Annual commitment)	15	£4.00	£60.00
5)	OST Desktop Support Monthly Per Desktop Computer 9am - 6pm Monday to Friday Unlimited Remote Support Services	15	£20.00	£300.00
Monthly Total				£618.00
One-Time Items				
6)	Desktop Engineer (Day Rate) Intune, OneDrive and SharePoint configuration	1	£500.00	£500.00
7)	Desktop Engineer (Day Rate) Data migration to SharePoint	2	£500.00	£1,000.00
8)	Desktop Engineer (Day Rate) - Azure VM Analyse and downsize the environment for Sage only operation	1	£500.00	£500.00
9)	Additional Info Date rate: £500 (price matched) Hourly rate: £71.50 Contract term: 1 year	1	£0.00	£0.00
One-Time Total				£2,000.00
Subtotal				£2,618.00
Taxable (20%)				£523.60
Total VAT				£523.60
Total				£3,141.60

Authorizing Signatures _____

Date _____

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

** 3rd Party services costs are subject to change in line with manufacturer RRP updates

SCHEDULE 4 – DESIGNATED PROPERTY & KEY PERSONNEL

The Services will be provided at or for the benefit of Branch Location Address:

Branch Location Address:	32/34 Queensbridge Northampton, NN4 7BF United Kingdom
Key Personnel:	Emma Ruth Charles Laura Marie Mitchell Claire Lucy O'Hagan-Cooper