

INFOPAD LTD

MANAGED SERVICES CONTRACT

FOR [companyName]

## 1. Definitions and Interpretation

1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Acceptable Delay Time”</b>	means the time by which the Response Time may be exceeded by Infopad under Clause 8 for reasonable reasons including, but not limited to, unavoidable delays in travel time;
<b>“Framework Agreement”</b>	means the Framework Agreement entered into by [theCompany] and Infopad pursuant to which the Contract is made;
<b>“Agreement Review”</b>	means a review of the Contract which will be conducted in accordance with Clause 7 at the intervals specified in that Clause;
<b>“Annex”</b>	means an annex attached to the Order for the Contract, completed as necessary, in the form of one of the annexes to these Terms and Conditions
<b>“Business Day”</b>	means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the UK;
<b>“Business Hours”</b>	means the business hours of Infopad which shall be 09:00 to 17:30 Monday to Friday;
<b>“Contract”</b>	means the agreement entered into by [theCompany] and Infopad (pursuant to the Ordering Procedure under the Framework Agreement) to which these Terms and Conditions apply and under which Infopad is to provide the services which are the subject of these Terms and Conditions;
<b>“Commencement Date”</b>	means the date on which the Contract comes into force pursuant to Clause 2;

<b>“Confidential Information”</b>	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Contract or otherwise (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked or may be interpreted as such);
<b>“Default Compensation”</b>	means a credit of time added by Infopad to [theCompany]’s support contract for failure to meet the required Service Levels in accordance with the provisions of Clause 8 and calculated in accordance with Annex 2;
<b>“Fees”</b>	means the fees payable by [theCompany] to Infopad in accordance with Clause 5 and Annex 2;
<b>“Issue Level”</b>	means the severity level of a Support Request;
<b>“Performance Report”</b>	means a report detailing the performance of the Managed Services in relation to the Service Levels, prepared in accordance with the provisions of Clause 8;
<b>“Premises”</b>	means Infopad’s headquarters at 103 Clophill Road, Bedfordshire, MK45 2AD or such other premises as may be notified from time to time by Infopad to [theCompany];
<b>“Response Time”</b>	means the time within which Infopad must respond to a Support Request as set out in Clause 8;
<b>“Service Levels”</b>	means the agreed levels to which Infopad’s performance in providing the Managed Services must adhere as set out in Clause 8 and shall include Infopad’s compliance with the Issue Levels and corresponding Response Times set out in Clause 8;
<b>“Specified Equipment”</b>	means the computer software and hardware to which the Managed Services shall apply as set out in Annex 1;
<b>“Support Request”</b>	means a request for Managed Services submitted by [theCompany] to Infopad by means of Email, Telephone or Teams notification;
<b>“Managed Services”</b>	means the IT Managed Services to be provided by Infopad to [theCompany] as set out in Clause 6 and Annex 1; and

**“Term”** means the term of the Contract as set out in Clause 2.

1.2. The “Contract” shall be deemed to incorporate both these Terms and Conditions and the provisions of the Framework Agreement.

## **2. Term of Agreement**

2.1. The Contract will come into force on the Commencement Date of [startDate] and shall continue in force for an initial Term of 3 Years from that date, subject to the provisions of Clauses 7 and 10.

2.2. Subject to the Agreement Review provisions of Clause 7, the Term of the Contract can be renewed after the initial term, for further periods of 12 Months (which shall thereafter be defined as part of the Term).

## **3. Supplier’s Obligations**

3.1. Infopad shall render the Managed Services to [theCompany] in accordance with the provisions of Clause 6 and Annex 1 and in accordance with the required Service Levels set out in Clause 8 .

3.2. Infopad shall perform its obligations under the Contract in a reasonable and timely manner in accordance with the provisions of the Contract.

3.3. Infopad shall provide [theCompany] with such information and advice in connection with the Managed Services and the provision thereof as [theCompany] may, from time to time, reasonably require both before and during the provision of the Managed Services.

3.4. Infopad shall use reasonable endeavours to keep [theCompany] informed of any special requirements (including, but not limited to, legislative requirements) applicable to the rendering of the Managed Services. To the extent necessary and appropriate, Infopad and [theCompany] shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter the Contract in any way, subject to each Party’s right under sub-Clause 7.6 to request a meeting to review such changes.

## **4. Company’s Obligations**

4.1. [theCompany] shall provide Infopad with such information in connection with the Managed Services and the provision thereof as Infopad may, from time to time, reasonably require both before and during the provision of the Managed Services.

4.2. [theCompany] shall perform its obligations under the Contract in a reasonable and timely manner in accordance with the provisions of the Contract.

4.3. [theCompany] shall act in accordance with any and all reasonable instructions issued by Infopad in relation to the Managed Services. Infopad shall not be liable for any failure to provide the Managed Services or any part thereof which arises out of [theCompany]’s failure to follow any such instructions.

4.4. [theCompany] shall inform Infopad forthwith of any new computer hardware and/or software that it intends to procure where such hardware and/or software is to be added to the Specified Equipment.

4.5. [theCompany] shall allow Infopad and its personnel access at all reasonable times to the Premises for the purpose of providing the Managed Services.

4.6. [theCompany] shall use reasonable endeavours to keep Infopad informed of any special requirements (including, but not limited to, legislative requirements) applicable to the rendering of the Managed Services. To the extent necessary and appropriate, Infopad and [theCompany] shall (as under sub-Clause 3.4) promptly take steps to comply with any such requirements. These steps shall not otherwise alter the Contract in any way, subject to each Party's right under sub-Clause 7.6 to request a meeting to review such changes.

## **5. Fees, Payment and Records**

5.1. [theCompany] shall pay the Fees to Infopad in accordance with the provisions of Annex 2 as consideration for the Managed Services provided by Infopad in accordance with the terms and conditions of the Contract.

5.2. In the event that new Specified Equipment is procured by [theCompany] during the Term of the Contract, Infopad shall have the right to increase the Fees proportionately and may request a meeting under sub-Clause 7.6 to review such Fee changes.

5.3. All payments required to be made pursuant to the Contract by either Party shall be made within 30 Days of the date of the relevant invoice in GBP in cleared funds to such bank in the UK as the other Party may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.

5.4. Where any payment pursuant to the Contract is required to be made on a day which is not a Business Day, it may be made on the next following Business Day.

5.5. If either Party fails to pay on the due date any amount which is payable to the other pursuant to the Contract then, without prejudice to and notwithstanding sub-Clause 10.2.1, that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at a rate of 5% per annum over the Bank of England base rate from time to time in force.

## **6. Provision of the Managed Services**

6.1. Infopad shall, throughout the Term of the Contract, provide the Managed Services to [theCompany] in accordance with the terms and conditions of the Contract, the provisions of Annex 1 and the Service Levels as specified in Clause 8 .

6.2. Infopad shall provide the Managed Services only as specified in Annex 1, during its Business Hours and in only in relation to the Specified Equipment unless otherwise agreed in writing by the Parties.

6.3. Infopad shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Managed Services.

6.4. Infopad shall use all due and proper care to ensure that the manner in which it provides the Managed Services does not have any adverse effect on the name, reputation, image or business of [theCompany].

6.5. In the event that Infopad commits any breach of any of the terms and conditions of the Contract by failing to provide the Managed Services to the required Service Levels or commits

any other breach which adversely affects the provision of the same, the following provisions will apply:

6.5.1 [theCompany] may give written notice to Infopad requiring Infopad to rectify the breach;

6.5.2. If Infopad fails to comply with any such notice given under sub-Clause 6.5.1 within 30 Days, [theCompany] may terminate the Contract with Infopad without further notice.

6.6. The obligations of Infopad under sub-Clause 6.5.2 shall not be affected by the termination of the Contract.

6.7. The rights of [theCompany] under sub-Clause 6.5 shall be in addition to, and without prejudice to, any other rights or remedies of [theCompany] including, but not limited to, its right to default compensation from Infopad arising under sub-Clauses 8.4, 8.5 and 8.6.

6.8. Subject to its obligations to Infopad under the terms and conditions of the Contract, and without prejudice to the provisions of sub-Clause 6.5, [theCompany] shall be free at any time (and without obligation to notify, inform or otherwise consult Infopad) to arrange for any services (which are similar to the Managed Services or otherwise) to be provided by any third party whatsoever.

## **7. Support Service and Agreement Monitoring**

7.1. [theCompany] and Infopad shall arrange meetings between [theCompany]’s Representative and Infopad’s Representative at regular Bi-Monthly intervals in order to discuss the provision of the Managed Services in accordance with the Service Levels, where relevant, based upon Performance Reports generated in accordance with Clause 8 .

7.2. Both Parties shall produce written reports from meetings held pursuant to sub-Clause 7.1 within 30 Days following such meetings and shall use their reasonable endeavours to comply with any and all agreed actions to be taken with respect to the provision of the Managed Services, the Service Levels and the performance by each Party of its respective obligations under the Contract.

7.3. [theCompany] and Infopad shall arrange meetings between [theCompany]’s Management Representative and Infopad’s Management Representative at regular Quarterly intervals in order to discuss matters arising out of meetings held pursuant to sub-Clause 7.1 and any other matters including, but not limited to, those relating to the provision of the Managed Services and the Service Levels.

7.4. In addition to the matters set out in sub-Clause 7.3, [theCompany]’s Representative and Infopad’s Representative shall, in their Quarterly meetings conduct an Agreement Review during which the Parties may propose, discuss and agree upon any desired or necessary alterations to the Contract including, but not limited to, its terms and conditions, scope and duration. Any such agreed changes shall not be effective unless evidenced in writing and signed by the duly authorised representatives of the Parties.

7.5. No later than 30 Days prior to the end of the current Term of the Contract, [theCompany]’s Representative and Infopad’s Representative may conduct an Agreement Review during which the continuance and renewal of the Contract shall be determined. In the event that a renewal of the Agreement is agreed upon, the provisions of sub-Clause 2.2 shall apply.

7.6. Notwithstanding the provisions of sub-Clause 7.4, in the event that changes to the Contract are required due to circumstances including, but not limited to, legislative or regulatory change, either Party shall have the right to call for an immediate Agreement Review to discuss the necessary changes and action to be taken. Any changes agreed upon during such Agreement Reviews shall not be effective unless evidenced in writing and signed by the duly authorised representatives of the Parties.

## 8. Service Levels and Response Times

8.1. Infopad shall use reasonable endeavours to provide the Managed Services in accordance with the following Issue Levels and Response Times. Infopad reserves the right to challenge the Issue Level associated with the issue by [theCompany]:

Issue Level	Response Time
Issue Level 1 (e.g. outage)	1 Hour (during operating times)
Issue Level 2 (normal support request for existing functionality)	24 Hours
Issue Level 3 (change request for new or amended functionality)	5 Working Days

8.2. The Response Times set out in sub-Clause 8.1 refer only to the time within which Infopad shall respond to a Support Request. Infopad gives no guarantee as to the time any given issue may take to resolve save that it hereby undertakes to use reasonable endeavours to resolve issues as quickly as is reasonably possible.

8.3. The following Acceptable Delay Times shall apply to the Issue Levels as follows:

Issue Level	Acceptable Delay Time
Issue Level 1	1 Hour (during operating times)
Issue Level 2	24 Hours
Issue Level 3	5 Working Days

8.4. In the event that Infopad exceeds the Acceptable Delay Time for the relevant Issue Level when responding to a Support Request, Infopad shall be required to provide to [theCompany] a support credit calculated in accordance with Annex 2.

8.5. Continued delays shall incur additional support credit each time the applicable Acceptable Delay Time period elapses until Infopad responds.

8.6. In the event that Infopad exceeds the Response Time for the relevant Issue Level by a factor of 10, [theCompany] shall have the option of claiming a further support credit calculated in accordance with Annex 2 or shall further have the right to terminate the Contract in accordance with sub-Clause 10.3.

8.7. In the event that Infopad requires access to [theCompany]'s Premises for the purposes of providing the Managed Services, Infopad shall not be liable for any failure to comply with the relevant Response Time if it is unable to access the Premises through any fault of [theCompany].

8.8. For the purposes of monitoring and managing performance under the Contract the Parties shall respectively appoint [theCompany]'s Representative and Infopad's Representative. It shall be the responsibility of the Representatives to ensure that the Managed Services are provided in accordance with the Service Levels and the terms and conditions of the Contract.

8.9. The provision of the Managed Services in accordance with the Service Levels shall be monitored by [theCompany]'s Representative and Infopad's Representative.

8.10. All data collected by the Representative(s) pursuant to this Clause 8 and to Annex 3 shall be presented in Quarterly Performance Reports to be prepared by [theCompany] and Infopad.

8.11. Performance Reports shall be submitted, within the time period specified to [theCompany]'s Representative and Infopad's Representative for consideration and agreement upon appropriate action to be taken (where relevant) during meetings to be held in accordance with sub-Clause 7.1.

## **9. Confidentiality**

9.1. Each Party undertakes that, except as provided by sub-Clause 9.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract:

9.1.1. Keep confidential all Confidential Information;

9.1.2. Not disclose any Confidential Information to any other person;

9.1.3. Not use any Confidential Information for any purpose other than as contemplated by and subject to the terms and conditions of the Contract;

9.1.4. Not make any copies of, record in any way or part with possession of any Confidential Information; and

9.1.5. Ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 9.1.1 to 9.1.4 above.

9.2. Either Party may:

9.2.1. Disclose any Confidential Information to:

9.2.1.1. Any sub-contractor or supplier of that Party;

9.2.1.2. Any governmental or other authority or regulatory body; or

9.2.1.3. Any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

To such extent only as is necessary for the purposes contemplated by the Contract, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 9.2.1.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in

question, as nearly as practicable in the terms of this Clause 9, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

9.2.2. Use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

9.3. The provisions of this Clause 9 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

## **10. Termination**

10.1. Either Party may terminate the Contract by giving to the other not less than 60 Days of notice, to expire on or at any time after 60 Days.

10.2. Either Party may forthwith terminate the Contract by giving notice to the other Party if:

10.2.1. Any sum owing to that Party by the other Party under any of the provisions of the Contract is not paid within 30 Days of the due date for payment;

10.2.2. The other Party commits any other material breach of any of the provisions of the Contract and, if the breach is capable of remedy, fails to remedy it within 30 Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

10.2.3. An encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;

10.2.4. The other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

10.2.5. The other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that [theCompany] resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the other Party under the Contract);

10.2.6. Anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;

10.2.7. The other Party ceases, or threatens to cease, to carry on business; or

10.2.8. Control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of the Contract. For the purposes of this Clause 10, “control” and “connected persons” shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

10.3. [theCompany] shall have the right to forthwith terminate the Contract by giving notice to Infopad in the event that Infopad fails to provide the Managed Services in compliance with the Service Levels as set out in sub-Clause 8.6.

10.4. The right to terminate the Contract given by this Clause 10 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

## **11. Post-Termination**



Upon the termination of the Contract for any reason:

11.1. any sum owing by either Party to the other Party under any of the provisions of the Contract shall become immediately due and payable;

11.2. Any rights or obligations to which any of the Parties to the Contract may be entitled or be subject before its termination shall remain in full force and effect where they are expressly stated to survive such termination;

11.3. Termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which either Party may have in respect of any breach of the Contract which existed at or before the date of termination;

11.4. Subject as provided in this Clause 11, and except in respect of any accrued rights, neither Party shall be under any further obligation to the other;

11.5. Each Party shall return to the other Party any materials in which the ownership has not been transferred to that other Party which have, for any reason, been provided for the purposes of the Contract; and

11.6. Each Party shall (except to the extent referred to in Clause 9) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other Party any documents in its possession or control which contain or record any Confidential Information.

## **12. Liability and Indemnity**

12.1. Infopad shall indemnify and hold harmless [theCompany], its subcontractors, agents and employees from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature and whether in contract or in tort, including injury to or death of any person or persons or loss of or damage to any property arising out of or in respect of the performance or failure to perform its obligations under the Contract if and to the extent that such losses, costs, damages and expenses are caused or contributed to by the negligent acts or omissions of Infopad or any persons for which Infopad is otherwise legally liable.

12.2. [theCompany] shall indemnify and hold harmless Infopad, its subcontractors, agents and employees from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature and whether in contract or in tort, including injury to or death of any person or persons or loss of or damage to any property arising out of or in respect of the performance by [theCompany] of its obligations under the Contract if and to the extent that such losses, costs, damages and expenses are caused or contributed to by the negligent acts or omissions of [theCompany] or any persons for which [theCompany] is otherwise legally liable.

12.3. Except as expressly provided in the Contract, neither Party shall be liable or responsible to the other in contract, tort or otherwise (including any liability for negligence) for:

12.3.1. Any loss of revenue, business, contracts, anticipated savings or profits, or any loss of use of facilities; or

12.3.2. Any special indirect or consequential loss howsoever arising.

12.3.3. For the purposes of sub-Clause 12.3.1 “anticipated savings” means any expense which either Party expects to avoid incurring or to incur in a lesser amount than would otherwise have

been the case by reason of the use of the Managed Services provided by Infopad under the Contract.

### **13. Force Majeure**

Neither Party to the Contract shall be liable for any failure or delay in performing their obligations where such failure or delay results from any Force Majeure Cause as defined in the Framework Agreement.

### **14. Miscellaneous**

14.1. All conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

14.2. At any time after the date hereof each of the Parties shall, at the request and cost of the other Party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the Party so requiring may reasonably require for the purpose of giving to the Party so requiring the full benefit of all the provisions of the Contract.

### **15. Microsoft License Only Support Clause**

15.1. As a valued Microsoft partner, InfoPad facilitates the procurement of Microsoft licenses for our customers. It is important to note that unless you are actively engaged in a project with InfoPad or have a dedicated support package in place with us, your primary contact for support regarding Microsoft products should be Microsoft Support Services directly. InfoPad offers specialised support services and solution development, which are available under separate engagement terms. Should you require our expertise outside the scope of an active project or a pre-existing support agreement, please be aware that such support will be considered an additional service and will be subject to chargeable fees as per our standard rates. We encourage our customers to consider our comprehensive support packages to ensure a seamless support experience. For further details on our support services and to understand how we can assist you better, please contact our client services team.

#### **15.2 Support Package Utilisation Terms**

Our support packages are designed to offer you flexibility and peace of mind. These packages are purchased in blocks of days, where each day is comprised of 7 working hours. When you submit a support request, we allocate resources to address your needs in the most efficient manner possible. The minimum time attributed to any support request is half an hour, ensuring that even the smallest issues are attended to with due diligence and expertise. As the nature of support requests can vary greatly in complexity, the time to resolve them may also differ. While there is no set upper limit on the time we will dedicate to resolving a single support request, any task demanding more than 2 full days (14 working hours) of support is typically indicative of a requirement for a small project engagement, rather than standard support.

We encourage our clients to communicate with us to determine whether their needs might be better met through project-based solutions or within the support package framework. Our team is committed to providing clear and honest guidance to ensure the most effective use of your support days.

For detailed guidance on managing your support package or to discuss the transition of a complex support issue into a project, please reach out to our client services team.

### 15.3. Bug (With a Solution Created by InfoPad)

A bug is an error in a system or application that causes it to produce an incorrect or unexpected result, or to behave in unintended ways. When a bug is identified within a solution provided by InfoPad, it falls under our support services. The resolution of such bugs will be addressed using the time allocated within the purchased support packages, which may include direct fixes, workarounds, or other necessary corrections to ensure the solution operates as intended. Microsoft Platform Issues that arise from Microsoft's platforms, such as Office 365 or Azure, are outside the scope of InfoPad's direct control. Should there be a disruption or system-wide problem with these services, customers are encouraged to utilise Microsoft's dedicated support channels. However, InfoPad can offer consultancy to assist in mitigating the impact of such issues within the flexibility of the support packages purchased.

### 15.4. Service Availability Issues (e.g., Microsoft Azure is Offline)

When service availability issues such as downtime with Microsoft Azure occur, they are typically due to circumstances beyond InfoPad's influence. While InfoPad cannot directly resolve these Microsoft service issues, our team can provide guidance and support under the terms of the existing support packages to help manage the situation effectively and plan for any necessary contingencies.

### 15.5. Additional Functionality, Consultancy, or Training Support

Support packages are versatile and cater to a range of needs, including the implementation of additional functionality, provision of consultancy services, or delivery of training. Requests that fall into these categories will consume the time from the support packages accordingly. For extensive enhancements or complex projects that may exceed the scope of the support package, a separate project engagement may be proposed and scoped out.

## Note on the Annexes

*These Annexes are included as part of these Terms and Conditions so that the format of them is agreed as part of the framework arrangements. When each Order Form is completed, a copy of each of these annexes should be attached to the Order Form and completed in full before they are attached to the Order Form and accepted by Infopad*

## ANNEX 1

### Managed Services

Please see the 'InfoPad Ltd Managed Services' document for a table of activities showing the many different ways your managed services contract can be used.

## ANNEX 2

### Fees and Payment

Monthly Support Days	Day Rate	Monthly Total
[daysPurchased]	[dayRate]	[monthTotal]

**Key Terms:** Payment required at the beginning of each support month. Hours paid for but not used in any given month roll over to the following month, there is no expiry of these hours. You can choose how many hours per month to add to your subscription, minimum 7 hours (one day) per month. The subscription can also be topped up at any time – it is not permitted to go below - 7 hours without topping up.

### Default Compensation / Support Credits

Where response times and delays exceed those stated within this contract, [theCompany] shall be entitled to one free hour of Managed Services time added to their contract, per incident.

## SIGNATURES

Delivery of an executed signature page to this Agreement by either Party by electronic transmission containing a signature made using electronic means shall and will be as effective as delivery of a manually executed copy of the Agreement by such party.

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

Signed:

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**Print Name:**

**Position:**

**Date:**

**Company Name:** [theCompany]

Signed:

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**Print Name:**

**Position:**

**Date:**

**Supplier Name:** InfoPad Ltd