



“ENHANCED” MASTER SERVICES AGREEMENT (MSA)

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ADM 'Enhanced' Master Services Agreement

This Master Services Agreement ("MSA") is entered into between ("Client") and ADM Computing Ltd ("The Service Provider") on the commencement date (outlined below).

This MSA outlines the terms and conditions for the provision of managed IT services to the client.

1. Definitions

1.1 Business-Critical Incidents: Incidents that significantly impact the Client's operations, including but not limited to complete system failures, major network outages, or security breaches affecting entire departments or the business in its entirety.

1.2 Incidents: Any event that causes or may cause a disruption to the normal operation of the IT infrastructure systems, devices, or user accounts.

1.3 3rd Party Incidents: Any event that causes or may cause a disruption to the normal operation of 3rd party software. E.g. Accounting Packages, CRM Systems and POS Systems.

1.4 Service Request: Any request made by the Client for a service, modification, or enhancement to the IT infrastructure systems, devices, or user accounts.

1.5 Professional Services: Any request or agreement with the Client to carry out IT Consultation, Solution Design and Architecture, Implementation and Deployment, Project Management, Data Migration and Integration, Customization and Development and Training and Knowledge Transfer. Professional Services is defined as but not limited to "a task that takes 90 minutes or more to complete" and include but are not limited to any non-standard, project, or consultancy work, irrespective of duration. Professional Services tasks are subject to scheduling and availability.

2. Service Availability

2.1 Service Hours: The Service Provider agrees to provide managed IT services to the Client between the hours of 08:00 and 17:30, Monday to Friday (excluding national bank holidays), **unless the Client is subscribed to a 24/7 service agreement**, in which case support is available at all times, including evenings, weekends, and public holidays.

2.2 Scheduled Maintenance: The Service Provider may schedule routine maintenance activities to ensure the continued performance and security of the IT infrastructure. The Client will be notified in advance of any scheduled maintenance, preferably within 24 hours.

2.3 Unscheduled Downtime: The Service Provider will make all reasonable efforts to minimize unscheduled downtime. In the event of unplanned outages, the Service Provider will restore services as quickly as possible. Service Availability excludes downtime caused by factors outside The Service Provider's reasonable control, including but not limited to third-party outages, client system misconfiguration, or acts of God.

3. Incident Response Times

3.1 Response Time Definition: The response time is defined as the time taken by the Service Provider to acknowledge the incident or service request (via phone-call) and your ticket be allocated to an engineer to begin the investigation or resolution process.

3.2 Business Critical Incidents: The Service Provider commits to responding to business-critical incidents (1.1) within 30 minutes of the initial notification from the Client.

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3.3 Incidents & Service Requests: The Service Provider commits to responding to non-business critical incidents (1.2)(1.3), including service requests (1.4) within 1 hour of the initial notification from the Client.

3.4 Response times are targets only and not guarantees and failure to meet them shall not constitute a breach of this Agreement.

4. Incident Resolution

4.1 The Service Provider will make commercially reasonable efforts to resolve incidents within the shortest time possible, based on their severity levels. Due to the indefinite range of circumstances whilst providing technical support it is not achievable for The Service provider to guarantee a Service Level for incident resolution.

4.2 Incident updates will be provided to the Client at regular intervals or as agreed upon between the parties.

4.3 The Service Provider will document the steps taken to investigate, diagnose, and resolve incidents.

4.4 3rd Party Incident Resolution(s): The Service Provider will liaise with relevant 3rd parties on behalf of the client and ensure that any technical requests or requests for remote access are fulfilled to mitigate any interruption to your business. In circumstances where the 3rd party is unable to resolve an issue in a timely manner, The Service Provider may be able to provide technical assistance and resolution, the client will be charged at the clients agreed contract rate. The Service Provider shall not be liable for delays or failures caused by 3rd parties.

4.5 Site-Visit Incident Resolution(s): In some circumstances, visits to the Client premises may be necessary to carry out physical examination, troubleshooting and resolution. The Service Provider will make commercially reasonable efforts to resolve incidents of this nature within the shortest time possible, based on their severity levels. The Service Provider will request authorisation from the client to attend site where necessary to reach a resolution or expedite resolution. Please note that onsite visits are not inclusive of contract and will be charged at The Service Provider's prevailing Professional Services rates plus travel expenses.

4.6 Return to base (RTB) Resolution(s): The Service Provider may deem it necessary for equipment to be removed from site and repaired at The Service Provider's head-office in Knutsford to reach a resolution or expedite resolution.

4.7 Internet Service Provider Resolutions: The Service Provider will liaise with client Internet Service Provider(s) on behalf of the client and ensure that any technical requests or requests for remote access are fulfilled to mitigate any interruption to your business.

5. Incident Logging

5.1 Incident Logging Methods: Incidents can be logged by the client via telephone (01565 755 200) or email (support@adm-msp.co.uk).

5.2 Incident Tracking: The Service Provider will assign a ticket number to each ticket request. This ensures that The Service Provider can monitor and maintain response times.

5.3 Incident Trends: The Service Provider will statistically assess your ticket history to identify trends and patterns in incidents to ensure we're helping you to our best ability and advise of suitable measures to reduce re-occurring incidents.

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6. Incident Reporting

6.1 The Service Provider will provide regular reports to the Client, including but not limited to incident metrics, response times, and service availability.

6.2 Incident reports will be provided to the Client at incident resolution. The reports will include details of the incident, actions taken for resolution, and preventive measures, if applicable.

6.3 Reports are for information only and not warranties of performance.

7. Service Provider Responsibilities

7.1 The Service Provider will allocate skilled personnel to handle incidents and provide support to the Client.

7.2 The Service Provider will maintain appropriate staffing, infrastructure, tools, and systems to deliver the managed IT services.

7.3 The Service Provider will analyse service performance, identify areas for improvement, implement service improvement initiatives, and seek client feedback to enhance the overall service experience.

7.4 The Service Provider will provide services only to the number of users qualified for “Enhanced User Support” in your agreement.

7.5 The Service Provider will provide end-user device support only for systems covered by The Service Provider’s “Enhanced Device Management” agreement with the necessary software installed.

7.6 The Service Provider will provide support only for network devices covered by the applicable “Enhanced Client Equipment Support” agreement. This applies to but is not limited to Firewalls, Routers, Switches, Access Points, CCTV Camera’s, and Printers.

7.7 The Service Provider will provide Office 365 Online Services Support only to users whereby the relevant user licensing has been purchased from the Managed Services Provider. The Service Provider licensing costs include costs to support and maintain the Clients Office 365 users. When a client chooses to procure Office 365 licenses away from The Service Provider, a management fee will be applied. Office 365 Online Services includes Microsoft Exchange Online Microsoft Teams, Microsoft Sharepoint, Microsoft OneDrive, and Microsoft Intune. (Enhanced Microsoft Office 365 Management and Support)

7.8 The Service Provider will provide Microsoft Azure support only to clients contracted to The Service Providers “Enhanced Microsoft Azure Management and Support” plan.

7.9 The Service Provider will provide support for software supplied and installed by them. Examples of this include Anti-Virus/Security Software, VPN Software and Backup/Disaster Recovery software that has been supplied by The Service Provider.

7.10 The Service Provider will provide active Remote Monitoring and Management (RMM) only for systems covered by The Service Providers “Enhanced Device Management” agreement with the necessary software installed.

7.11 The Service Provider will provide Patch Management only for systems covered by The Service Providers “Enhanced Device Management” agreement with the necessary software installed.

7.12 The Service Provider will provide Inventory and Asset Management only for systems covered by The Service Providers “Enhanced Device Management” agreement with the necessary software installed.

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7.12 The Service Provider will provide Reporting and Analytics only for systems covered by The Service Providers “Enhanced Device Management” agreement with the necessary software installed.

7.13 The Service Provider will provide a designated “Technical Point-of-Contact” (TPOC) to the client. The client's TPOC is a point of centralised accountability to simplify the client's experience and ensure a consistent and reliable service delivery.

7.14 The Service Provider will support pre-existing issues with any equipment. This is on the understanding that the client will implement any recommended changes by the service provider to fix these issues, finance permitting. The client accepts that any unresolved pre-existing issues may prevent the Service Provider from fulfilling the MSA obligation and that the level of support will be reasonably practical under the circumstances. Support of pre-existing issues will be on a best-efforts basis only, with no liability for remediation failure or consequential loss.

7.15 The Service Provider will provide ongoing maintenance and upgrades to all systems and applications supplied by the service provider. This includes minor service updates only. For major updates additional Professional Services charges will apply.

8. Client Responsibilities

8.1 The client is expected to provide the necessary access to their IT infrastructure, systems, and relevant information to The Service Provider. This includes granting remote access privileges, sharing login credentials, network diagrams, documentation, and any other relevant data required for managing and supporting the client's IT environment.

8.2 The client is expected to clearly communicate their specific service requirements, including the expected level of performance, response times, and availability targets. The client will provide accurate information about their business needs, priorities, and critical systems to assist The Service Provider.

8.3 The client is expected to promptly report any issues, outages, or service disruptions to The Service Provider. Timely and accurate reporting helps the service provider to initiate necessary actions and respond swiftly to incidents. The client will use the agreed-upon communication channels and procedures for reporting problems or requesting support.

8.4 The client is expected to collaborate with the service provider and provide necessary assistance and cooperation when required. This may involve providing feedback, participating in meetings or discussions, and providing relevant insights or context regarding their IT environment. Collaboration ensures effective troubleshooting, decision-making, and overall service improvement.

8.5 The client is expected to fulfil their payment and billing obligations as per the terms agreed upon in the MSA. This includes paying invoices on time and adhering to the agreed-upon pricing structure, billing cycles, and payment terms.

8.6 Clients should adhere to legal and compliance requirements related to their IT infrastructure and systems. This includes ensuring appropriate and legitimate licensing, security measures, data privacy, and other regulatory obligations. Clients should provide accurate and up-to-date information regarding compliance requirements and changes that may impact the services provided by the service provider.

8.7 Clients are responsible for educating their users or employees about the services provided by the MSP and any relevant policies or procedures. This includes communicating best practices, security guidelines, and any specific instructions provided by the service provider for the optimal use of IT systems and resources.

8.8 Clients are required to utilise the service providers Anti-Virus & Anti-Malware solutions to ensure that your network is protected and up to date with a security solution. Note that the presence of security

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software does not guarantee infection prevention and it is the responsibility of the client to remain vigilant and contact the service provider if any infections are suspected.

8.9 Clients are solely responsible for implementing and maintaining appropriate backups, disaster recovery, and security measures unless expressly provided as part of The Service Providers managed service.

8.10 Clients agree to indemnify The Service Provider against any Client losses caused by the Clients' failure to comply with the responsibilities in clauses 8.1 to 8.10.

9. Managed Services Agreement Review

9.1 The Service Provider will review and update the MSA annually.

9.2 The Service Provider reserves the right to annually increase the prices of products and services in-line with the Consumer Price Index (CPI) rate of inflation, plus 3.9%. These price changes take effect annually on or after the 31st of March. Such increases are automatic and do not require Client consent.

10. Professional Services

10.1 The Service Provider agrees to deliver professional services as specified in the agreed-upon statement of work (SOW) or project plan. The SOW will outline the scope, objectives, deliverables, timelines, and any other relevant details.

10.2 The Client acknowledges that changes to the scope, timeline, or deliverables may require a formal amendment to the SOW, subject to mutual agreement and any associated changes in costs or timelines.

10.3 All professional services are billed at prevailing rates plus expenses, payable irrespective of project outcome unless due to The Service Provider's gross negligence.

11. Contract Exit Terms & Changes

11.1 Notice Period: This Agreement may not be terminated during the Initial Term unless otherwise agreed in writing or as expressly permitted elsewhere in this Agreement. Following completion of the Initial Term, either party may terminate the Agreement by providing no less than three (3) months' written notice. Such notice shall not be valid where the reason for termination is deemed unjustifiable, at the Service Provider's reasonable discretion.

Unjustifiable reasons include, but are not limited to:

- Termination for convenience.
- Switching to a competitor without material breach or failure of service.
- Budgetary reductions or internal restructuring unrelated to service performance.
- Failure to allocate the necessary internal resources required for service delivery.
- General dissatisfaction not formally raised and reasonably allowed to be addressed by the Service Provider.

11.2 Termination Fees: In the event of early termination by the Client, the Client shall pay all outstanding fees for services rendered up to the effective date of termination. Additionally, in rare circumstances, the

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Client may be liable for the remaining fees due for the entirety of the 'Initial Term' if the reason for termination is deemed to be unjustifiable, at The Service Provider's reasonable discretion. Examples of unjustifiable reasons include, but are not limited to, terminating the agreement for convenience, switching to a competitor without cause, failure to allocate necessary resources for the service, budget cuts unrelated to service performance, or dissatisfaction not previously communicated to allow for remediation.

11.3 Asset Handover: Upon contract termination, the Services Provider shall facilitate the smooth transfer of any assets, documentation, or data under their control to the Client or a designated representative.

11.4 Transition Assistance: The Services Provider shall provide reasonable transition assistance to the Client to facilitate a seamless handover of responsibilities. This may include knowledge transfer or documentation as necessary. Data transfer and transition assistance will be chargeable at The Service Provider's professional services rates.

11.5 Service Discontinuation: Following the termination of the contract, the Services Provider will cease providing managed IT services to the Client and will no longer be responsible for the ongoing maintenance and support of the Client's IT infrastructure, systems, or applications.

11.6 Data Ownership: The Client retains ownership of all data and information stored or processed within their IT infrastructure. The Services Provider shall ensure the secure transfer or deletion of any Client data within a reasonable timeframe upon termination.

11.7 Confidentiality: Both parties shall continue to uphold the confidentiality provisions as outlined in the original contract, even after termination.

11.8 Dispute Resolution: Any disputes arising from the termination of the contract shall be resolved in accordance with the dispute resolution provisions outlined in the original contract.

11.9 Termination of Subsidiary Agreements: Termination of the main contract will also terminate any subsidiary agreements or addendums unless otherwise specified in the contract.

11.10 No Decrease Clause: During the Initial Term of this Agreement, the Client may not reduce the quantity, scope, or level of subscribed services below the amounts agreed at the commencement of the Agreement. This restriction ensures that the Service Provider can allocate and plan resources effectively based on the committed service volume. Any adjustments may only be considered after the Initial Term, subject to written agreement by both parties.

11.11 Effect of Termination: Upon termination or expiration of this Agreement for any reason:

- The Client shall immediately cease use of all managed services provided by the Service Provider.
- The Service Provider shall promptly return or destroy all Client data, records, and any other materials pertaining to the managed services.

12. Payment Terms

12.1 Agreement Invoices: All agreement invoices which include products and services provided by The Service Provider are due within 10 days of the invoice date and will be collected via GoCardless Direct Debit.

12.2 Standard Invoices: All standard invoices are due for payment within 30 days from the date of invoice and will be collected on the due date via GoCardless Direct Debit.

12.3 The Service Provider expects that the client submits payment promptly to avoid any unnecessary delays or complications.

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12.4 Payment Methods: Our preferred payment method is via GoCardless Direct Debit. Alternatively, payment via BACS, which we request is paid promptly to avoid any unnecessary delays or complications. Other methods of payment including credit/debit cards and cheques are not accepted.

Payment Methods: We accept payments via Bacs, or collection via GoCardless. Other methods of payment including credit/debit cards and cheques are not accepted.

12.5 Late Payments: Timely payment is crucial to maintaining a smooth business relationship. In the event of late payment, The Service Provider reserve the right to apply the following:

Late payment fees: A late payment fee may be levied against the client account and interest shall accrue on overdue sums at 4% above the Bank of England base rate.

Service Suspension: If payment remains outstanding beyond 30 days from the due date The Service Provider may temporarily suspend services until the outstanding balance is settled.

12.6 Invoicing and Statements: The Service Provider will provide detailed invoices for each transaction, including a breakdown of charges, applicable taxes, and any discounts or credits. If you require additional statements or documentation for accounting purposes, the client is expected to inform The Service Provider billing department.

12.7 Taxation and Additional Charges: All prices quoted by the Service Provider for products and services are exclusive of applicable taxes unless otherwise specified.

12.8 Acquisition of goods: All goods remain the property of The Service Provider until all invoices are paid in full.

12.9 Invoice Queries: Any queries related to an invoice must be raised by the client to The Service Provider in writing within 5 working days of invoice issue.

13. Agreement Term

13.1 Initial Term: The initial term of this Managed Services Agreement (the "Agreement") shall commence on the date the Client accepts the accompanying quotation (the "Commencement Date") and shall continue for a period of 12 months (the "Initial Term"), unless terminated earlier in accordance with the provisions of this Agreement. Thereafter, this Agreement shall automatically renew annually unless terminated with 90 days' notice.

14. Limitation of Liability

14.1 The Service Provider's total aggregate liability to the Client for any claims, losses, damages, costs, or expenses arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to an amount equal to the total fees paid by the Client to The Service Provider under this Agreement in the twelve (12) months immediately preceding the event giving rise to the claim.

14.2 The Service Provider shall not be liable for:

- (a) any indirect, special, or consequential loss or damage;
- (b) loss of profits, business, goodwill, anticipated savings, or data;
- (c) any loss or damage arising from acts or omissions of 3rd parties, including vendors, Internet Service Providers, and software suppliers; or

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(d) any loss or damage arising from the Client's failure to comply with its obligations under this Agreement.

14.3 Nothing in this Agreement shall exclude or limit either party's liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.

15. Indemnity

15.1 The Client shall indemnify and keep indemnified The Service Provider, its directors, employees, and agents against all liabilities, losses, damages, claims, and expenses (including reasonable legal fees) arising out of or in connection with:

- (a) any breach by the Client of its obligations under this Agreement;
- (b) any misuse or unauthorised use of the Services by the Client or its users;
- (c) any claim that the Client's data, materials, or instructions infringe the intellectual property rights of a third party; and
- (d) the Client's failure to comply with applicable laws, regulations, or licensing requirements.

16. Data Protection

16.1 Both parties shall comply with their respective obligations under the UK GDPR, the Data Protection Act 2018, and any other applicable data protection laws.

16.2 To the extent The Service Provider processes personal data on behalf of the Client in providing the Services, The Service Provider shall:

- (a) act only on documented instructions from the Client;
- (b) implement appropriate technical and organisational measures to ensure the security of personal data;
- (c) ensure that persons authorised to process personal data are subject to confidentiality obligations;
- (d) assist the Client, where reasonably possible, in fulfilling its obligations to respond to data subjects' rights requests;
- (e) notify the Client without undue delay upon becoming aware of a personal data breach;
- (f) on termination of this Agreement, delete or return personal data to the Client (subject to legal retention obligations); and
- (g) not transfer personal data outside the UK without appropriate safeguards.

16.3 The Client warrants that it has obtained all necessary rights, consents, and notices to allow The Service Provider to process personal data for the purposes of providing the Services.

17. Force Majeure

17.1 Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay is caused by events beyond that party's reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, labour disputes, power or telecommunications failures, or failures of third-party suppliers (a "Force Majeure Event").

17.2 The affected party shall notify the other as soon as reasonably practicable of the occurrence of a Force Majeure Event.

17.3 If a Force Majeure Event continues for more than sixty (60) days, either party may terminate this Agreement upon thirty (30) days' written notice without liability (except for fees due for services provided up to the termination date).

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18.1 Each party shall keep confidential and not disclose to any third party any confidential information of the other party obtained in connection with this Agreement.

18.2 The obligations of confidentiality shall survive termination of this Agreement for a period of five (5) years.

18.3 This clause shall not apply to information that:

- (a) is or becomes publicly available through no fault of the receiving party;
- (b) was lawfully in the receiving party's possession prior to disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction; or
- (d) is required to be disclosed by law, court order, or regulatory authority.

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