



**Managed and Professional
Services Agreement
Terms and Conditions**

1. Definitions

1.1 In this Agreement unless the context otherwise requires the following words and expressions have the following meanings:

"Acceptance Date" the date on which the customer authorizes (approves) the Quotation and this Agreement.

"Additional Services" any services requested by the Customer outside of the Onboarding Service and the Managed Services or which require IT Genie to visit a Customer Site unless such visit is covered by the Managed Services, or those defined in Appendix A as "Project Services, or those resulting from 3rd Party access not authorized by IT Genie, or changes and modifications to the Customer's Operating Environment not notified and agreed in advance with IT Genie;"

"Agreed Sub-Processor" any sub-processor engaged by IT Genie to Process Customer Personal Data for the purposes of this Agreement (including any Third Party Providers);

"Agreement" the quotation or proposal for managed services signed by the Customer, these terms and conditions and any and all Schedules and Appendices attached to the quotation;

"Customer" the party or legal entity detailed in IT Genie's Quotation and who's authorized representative has duly signed IT Genie's Quotation (including electronic signatures);

"IT Genie" IT Genie Limited (06146434) registered and trading address: Unit 4, The Enterprise Centre, Kelvin Lane, Crawley, West Sussex, RH10 9PE;

"IT Genie Equipment" any equipment, including tools, systems, cabling or facilities provided by IT Genie or its sub-contractors and used to provide the Services but not purchased, leased, loaned or hired by the Customer;

"IT Genie System" the information and communications technology system used by IT Genie in performing the Services including the Hardware, the Software, the Customer-side Equipment and communications links between the Hardware and the Customer-side Equipment and the Customer's Operating Environment;

"Business Day" a day other than a Saturday, Sunday or Public Holiday in England;

"Confidential Information" any and all information acquired by either Party about the other Party's business or technology and/or given by one Party to the other Party and/or generated by either Party from the other Party's confidential information;

"Customer Primary Contact" the individual(s) appointed by the Customer from time to time who shall serve as IT Genie's primary contact(s) for IT Genie's activities under this Agreement;

"Customer Personal Data" any information that is provided by the Customer to IT Genie as part of the Customer's use of the Services and which is Personal Data;

"Customer Site" any commercial premises occupied by the Customer at which it receives the Services;

"Customer's Operating Environment" the Customer's Computer network, infrastructure and devices, telecommunications environment (consisting of hardware, software and telecommunications networks) used by the Customer for the operation of its business and which interfaces with the IT Genie System in order for the Customer to receive the Services but excluding the Customer-side Equipment;

"Customer-side Equipment" any equipment, systems, cabling or facilities located at a Customer Site and provided by the Customer and used directly or indirectly by IT Genie in the supply of the Services;

"Commencement Date" date the Managed Services enter into operation;

"Covered Device" Any Eligible Device that forms part of the Customer Side Equipment to include any and all Servers, Desktop PC's, Laptops and desktop printers, network switches, access points, uninterruptable power supplies falling within the definition of Eligible Devices and not subject to the exclusions noted in Appendix A or B.

"Data Protection Legislation"

- a) Data Protection Act 2018;
- b) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and
- c) any legislation that replaces or converts into English law the General Data Protection Regulation (EU) 2016/679 or the proposed Regulation on Privacy and Electronic Communications, including as a consequence of the United Kingdom leaving the European Union;
- d) and references to "Data Subjects", "Personal Data", "Process", "Processed", "Processing", and "Data Processor" have the meanings set out in, and will be interpreted in accordance with:

"Eligible Device" Any device forming part of the Customer's Operating Environment that meets the requirements of the Managed Services Specification detailed in Appendix A and Appendix B

"Fees" all charges relating to the connection and usage of the Services and all Third Party Services levied by IT Genie and/or each Third Party Provider as notified to the Customer in the Quotation, or set out in this Agreement (including the fees payable to IT Genie in accordance with Clauses 15, 16, 17 and 18), or as otherwise notified to the Customer from time to time by either IT Genie or the relevant Third Party Provider;

"Hardware" all physical telecommunications, networking and computer equipment (including switches, routers, cables, servers, racks, cabinets and peripheral accessories) used by IT Genie to deliver the Services to the Customer;

"Initial Term" the period from the Commencement Date until the end of the Minimum Term applicable to the relevant Service as detailed in IT Genie's Quotation;

"Intellectual Property Rights"

- a) all or any intellectual property rights or equivalent including patents, trademarks, service marks, trade names, design rights (whether or not registered), domain names, copyright, rights in social media accounts, rights in designs, rights in inventions, rights in get up, logos, goodwill and rights to goodwill, database rights, rights in data and topography rights;
- b) all applications for any of the rights in (a) above, and the right to apply for registration of such rights, all renewals or extensions of each right in (a) above, all rights that derive priority from any of the rights in (a) above and all rights from which each of the rights in (a) above derives priority;
- c) know-how, trade secrets, confidential information, technical information, customer and supplier lists and any other proprietary knowledge and/or information of whatever nature and however arising; and
- d) all accrued rights of action in relation to any of the rights in (a), (b) and (c) above and all rights to sue for past infringements or unauthorised use of such rights, rights to sue for passing off and all rights to claim and retain damages or seek an account of profit, together with any rights or types of protection of the same or similar nature to those listed above which subsist anywhere in the world whether before or after the date of this Agreement;

"Liability" any actions, awards, costs, claims, damages, losses, demands, expenses, judgements, interest, penalties, proceedings and any other liabilities, whether arising under contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise;

"Maintenance" such error corrections, fixes, updates and upgrades that IT Genie may provide or perform as part of or with respect to the Managed Services provided to the Customer under this Agreement as described in Schedules 2 and/or 3 but excluding services that are specifically excluded in this Agreement and excluding error corrections, fixes, updates and upgrades to any software or hardware within the Customer's Operating Environment or the Customer-side Equipment whose maintenance is the responsibility of a Third Party Provider or the Customer;

"Managed Services": the services set out in the Quotation provided by IT Genie or procured from Third Party Providers in accordance with this Agreement;

"Managed Services Specification" the specification for the Managed Services as set out in Appendix A;

"Normal Business Hours" 9am to 5.30pm UK time on Business Days;

"Onboarding Service" the initial technical assessment, configuration, deployment of device management agents and related work referred to in Appendix A to set up the Managed Services to be performed remotely by IT Genie unless attendance at Customer Site is deemed necessary by IT Genie;

"Proposal" IT Genie's proposals or quotations to meet the Customer's requirements for the Services and attached to this document;

"Service Level Agreement" the service level arrangements set out in Appendix A;

"Services" the Onboarding Service, the Managed Services and any Additional Services;

"Software" any software used by IT Genie to provide the Services to the Customer whether owned by a Third Party ("Third Party Software") by the Customer ("Customer Software") or by IT Genie ("IT Genie Software");

"Renewal Period" The minimum Term applicable upon automatic renewal of the Agreement as defined in Clause 6;

"Term" the duration of this Agreement;

"Third Party Services" any services provided by a third party to the Customer and any services which IT Genie procures from a third party to provide any of the Services;

"Third Party Provider" any provider of Third Party Services;

"Virus" without limitation any malicious code, Trojan horses, worms and viruses, lock, authorisation key or similar device that impairs or could impair the operation of the Software and/or the Managed Service.

- 1.2 These Terms and Conditions are applicable to the Agreement for the provision of Services by IT Genie to the Customer.
- 1.3 Where any conflict or ambiguity between the terms of these Terms and Conditions and the terms of the Quotation, or attached Appendices, exists, the relevant term(s) shall prevail over the relevant term(s) in these Terms and Conditions.
- 1.4 In these Terms and Conditions the words "including", "in particular" and "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation".

2. Managed Services Overview

The Managed Services consist of two levels of support options (the “Service” or “Services”), as set forth more specifically in this Managed Service Description. This Service is available for Customer IT environments, and provides support for servers, desktop computers, laptops/notebooks, networking equipment, and Customer systems (the “Covered Devices” and “Supported Products”). This Service is purchased on a per-device basis to support your entire IT environment (each Eligible Device for which the Service is purchased shall be deemed Covered Device). Customer’s use of this Service is subject to the terms laid out in this Agreement and in the Appendixes to this Agreement. A complete list of available Services and Supported Products is available in Appendix A and Appendix B. Please note that Supported Products and or Eligible Devices may change at any time without notice to Customers. This Service does not enhance, impact, or replace the limited hardware warranty or service contract(s) provided by Hardware and Software vendors.

In consideration of and subject to payment by the Customer to IT Genie of the Fees, IT Genie shall provide and/or make available from Third Party Providers as the case may be the Managed Services as from the Commencement Date until expiry or termination of this Agreement.

The Service Level Agreement shall apply to those of the Managed Services provided by IT Genie from the start of the first complete month occurring 20 days after the Service Commencement Date.

3. Monthly Minimum Base Rate

IT Genie agrees to perform the following services (Managed Services) at the following monthly **Minimum Base Rate:**

- **Plan Selection:** As detailed in IT Genie’s quotation to the Customer.
- **Desktop PC Support Base Rate:**

<i>Service Level</i>	<i>Covered Devices Qty</i>	<i>Fee Per Device</i>
Standard	As at Commencement Date	As per Quotation
Advanced	As at Commencement Date	As per Quotation

- **Laptop / Notebook Support Base Rate:**

<i>Service Level</i>	<i>Covered Devices Qty</i>	<i>Fee Per Device</i>
<i>Standard</i>	<i>As at Commencement Date</i>	<i>As per Quotation</i>
<i>Advanced</i>	<i>As at Commencement Date</i>	<i>As per Quotation</i>

- **Server Support Base Rate:**

<i>Service Level</i>	Covered Devices Qty	Fee Per Device
Advanced	As at Commencement Date	As per Quotation

- **Office 365 Support Base Rate:**

<i>Service Level</i>	Covered Domains	Fee Per 365 Domain
Advanced	As at Commencement Date	As per Quotation

- **Total Monthly Managed Services Minimum Base Rate:**

The Total Monthly Managed Services Minimum Base Rate is equal to the Fees invoiced for the first full monthly period following the Service Commencement Date or any subsequent Renewal Date.

Monthly Services Fees are due immediately on the service commencement date (pro-rated to the end of the then current calendar month) and thereafter monthly in advance on the first day of each calendar month.

For any devices added after the commencement date, Fees will commence at the beginning of the month following the addition of any Entitled Devices. (The base rate above also includes any basic switches, routers, printers, scanners, etc.)

In the event Covered Devices are removed from Customer’s IT environment, the relevant device monthly base rate will be reduced only if the resulting Total Monthly Support Minimum Base Rate does not drop below the amount detailed above.

4. **Setup and Onboarding Fees**

In addition to the monthly fees set forth above, Customer agrees to pay an initial setup and onboarding fee as detailed in the Quotation.

Any devices added during the agreement term and following the Service Commencement Date will incur a setup fee to be quoted by IT Genie at the then-current engineering rates.

5. **Service Level Options**

a) **Standard**

24x7x365 remote monitoring of the Entitled Device(s) within Customer IT environment using IT Genie’s advanced remote technologies. Alerts generated during monitoring are monitored and proactively addressed by automated systems outside of working hours and by both automated systems and qualified technicians during standard working hours. This

service level option includes access by email, phone, and any other method provided by IT Genie to the Service Desk as well as quarterly, bi-annually, or annually IT assessment and planning services as needed and monthly reports e-mailed to the Customer's designee. The delivery of support services will be governed by device by the Standard Service Level Agreements as detailed in Appendix A.

b) Advanced

24x7x365 remote monitoring of the Entitled Device(s) within Customer IT environment using IT Genie's advanced remote technologies Alerts generated during monitoring are monitored and proactively addressed by automated systems outside of working hours and by both automated systems and qualified technicians during standard working hours. This service level option includes access by email, phone, and any other method provided by IT Genie to the Service Desk as well as quarterly, bi-annually, or annually IT assessment and planning services as needed, and monthly reports e-mailed to the Customer's designee. The delivery of support services will be governed by device by the Advanced Service Level Agreements as detailed in Appendix A.

A complete list of Managed and Additional services is available in Appendix A.

6. Term of Agreement

This Agreement for Managed Services will automatically apply for a minimum Initial Term as detailed in IT Genie's Quotation, such term to commence from the Commencement Date of the Managed Services. Upon expiration of the initial term, and upon expiration of each successive term, this Agreement shall automatically renew for an additional minimum Term "Renewal Period" equal in length to the Initial Minimum Term unless one of the parties hereto serves notice upon the other of intent Terminate the Agreement not less than ninety calendar days prior to the expiration of the then current minimum Term. Prior to the expiration of the agreement Term, and subject to any applicable notice periods, Customer may upgrade its Service Level Options, add or remove Entitled Devices subject to the terms outlined in Section 3 and 4 above.

7. Authorisation to Represent Customer

From time to time it may be necessary for IT Genie to contact Customer's hardware, utility or service providers ("Provider(s)", eg., computer hardware manufacturers or internet service providers) on behalf of and as a representative of Customer in connection with this Service. Customer authorizes IT Genie Ltd or its designated agent to act on Customer's behalf in this capacity. Additionally, Customer authorizes the release of any information from Providers to IT Genie Ltd.

8. Confidentiality

- 8.1 Customer acknowledges and agrees that in connection with the performance of the Services (1) IT Genie may access any information contained in Customer's IT environment; (2) Customer may provide information to IT Genie by telephone or otherwise; (3) Customer is authorized by law or otherwise to disclose and permit IT Genie to access such information, and (4) IT Genie agrees to take the necessary precautions to maintain the confidentiality of Customer Information by using at least the same degree of care as such party employs with respect to its own confidential Information of a like-kind nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality, and shall only make such information available to its employees on a "need-to-know" basis, or to third parties when required to do so by Law.
- 8.2 Each Party undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs and technology of the other that it shall have obtained, created or received as a result of the discussions leading to or the entering into or performing its obligations under this Agreement except that which is:
- i) trivial or obvious
 - ii) already in its possession other than as a result of a breach of this Clause or any obligation of confidence; or
 - iii) in the public domain other than as a result of a breach of this Clause or any confidence obligation.
- 8.3 Each Party undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Clause 8.1 above by its employee's agents and sub-contractors.

9. Data Protection

- 9.1 Both Parties undertake to abide by the requirements of the Data Protection Legislation in respect of Customer Personal Data.
- 9.2 The Customer warrants and represents to IT Genie that:
- 9.2.1 it has all necessary rights to allow IT Genie to Process Customer Personal Data as part of the Services and the right to Licence IT Genie to receive and hold the Customer Personal Data that it holds, as contemplated by this Agreement, in accordance with the Data Protection Legislation;

- 9.2.2 such Customer Personal Data contains nothing that is defamatory or indecent; and
- 9.2.3 all such Customer Personal Data is necessary, accurate and up to date.
- 9.3 The Customer acknowledges that IT Genie is reliant on the Customer for direction as to the extent to which IT Genie is entitled to use and process the Customer Personal Data. Consequently, IT Genie shall not be liable for any claim brought by Data Subject arising from any action or omission by IT Genie, to the extent that such action or omission resulted directly from the Customer's instructions.
- 9.4 The Customer hereby authorizes IT Genie as Data Processor to Process the Customer Personal Data during the Term for the purpose of providing the Services and its obligations under this Agreement.
- 9.5 The Customer authorizes IT Genie to engage any person as a sub-processor for the Processing of Customer Personal Data. IT Genie will inform the Customer of any proposed replacement of, or other material changes to, Agreed Sub-Processors, and give the Customer the opportunity to object to such replacement or changes.
- 9.6 IT Genie shall appoint any Agreed Sub-Processors on terms which require those Agreed Sub-Processors to comply with all applicable Data Protection Legislation and which contain no less onerous terms in respect of Processing Personal Data than the terms set out in this clause.
- 9.7 IT Genie agrees that it shall, to the extent that it processes any Customer Personal Data:
- 9.7.1 not permit any Processing or transfer of such Customer Personal Data outside of the United Kingdom and/or the EEA except with the express prior written authority of the Customer:
- 9.7.2 not divulge such Customer Personal Data whether directly or indirectly to any person, firm or company or otherwise without the express prior written consent of the Customer except to those of its employees, agents and subcontractors who are engaged in the processing of such Customer Personal Data and are subject to binding confidentiality obligations or except as may be required by any law or regulation;
- 9.7.3 ensure that each of its employees, agents and subcontractors are made aware of its obligations under this Clause with regard to the security and protection of such Customer Personal Data and take such reasonable steps to maintain the levels of security and protection provided for in this Clause;
- 9.7.4 Process the Customer Personal Data only in accordance with written instructions from the Customer. For the purpose of this clause 9.7.4, the obligations on IT Genie to perform the Services under this Agreement constitute such written instructions;

- 9.7.5 in a manner consistent with the Data Protection Legislation, implement appropriate technical and organisational measures to safeguard such Customer Personal Data from unauthorised or unlawful processing or accidental loss, destruction or damage, and that having regard to the state of technological development and the cost of implementing any measures, such measures shall ensure a level of security appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage and to the nature of such data to be protected;
- 9.7.6 where IT Genie is responsible for Maintenance and this includes back-ups of Customer Personal Data:
- 9.7.6.1 IT Genie shall promptly inform the Customer if such Customer Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable as a result of IT Genie's acts or omissions or the acts or omissions of any of the Agreed Sub-Processors;
- 9.7.6.2 if any Customer Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable solely as a result of IT Genie's acts or omissions or the acts or omissions of any of the Agreed Sub-Processors, IT Genie shall use reasonable endeavours to restore such Customer Personal Data at its own expense from and to the latest back up of such Customer Personal Data maintained by IT Genie;
- 9.7.6.3 IT Genie shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of Customer Personal Data caused by any third party except those Third Party Providers contracted by IT Genie to perform services related to the Customer Personal Data backup to the extent described in clause 4.6; and
- 9.7.6.4 all other costs of restoring data which is lost or destroyed or becomes damaged, corrupted or unusable shall be borne by the Customer.
- 9.7.7 Provide assistance to the Customer (at the Customer's reasonable request and at the Customer's cost and to the extent relevant to IT Genie's obligations under this Agreement):
- 9.7.7.1 to comply with its obligations under the Data Protection Legislation;
- 9.7.7.2 notify the Customer upon becoming aware of a Data Security Incident and assist with documenting any Data Security Incidents and reporting any Data Security Incidents to any relevant authority or Data Subjects themselves;
- 9.7.7.3 in the event of the exercise by any Data Subject of any of their rights under the Data Protection Legislation which comes to the attention of IT Genie, inform the Customer as soon as reasonably practicable, and IT Genie shall

assist the Customer at its cost with all Data Subject information requests;

9.7.7.4 conducting privacy impact assessments of any Processing operations and consulting with supervisory authorities, Data Subjects and their representatives; and

9.7.7.5 delete all Customer Personal Data after the end of the Term. IT Genie will be entitled to retain any Customer Personal Data which it must retain to comply with any Applicable Law or which it is required to retain for legitimate purposes (including records relating to tax, insurance, and accounting); and

9.7.8 upon request, provide the Customer with all information necessary to demonstrate compliance with the obligations set out in Clause 9.7.

10. IT Genie's Obligations

10.1 IT Genie warrants that those of the Services provided by IT Genie will be performed with all reasonable skill and care, in accordance with the terms of this Agreement and substantially in accordance with the Managed Service Specification.

10.2 The warranty in Clause 10.1 above shall not apply to the extent of any non-conformance that is caused by use of the Services contrary to IT Genie's instructions or in breach of this Agreement by the Customer.

10.3 Subject to Clause 10.2 if the Services do not conform with the warranty in Clause 10.1 IT Genie will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of warranty in Clause 10.1.

10.4 IT Genie does not warrant that the Customer's use of the Services will be uninterrupted or error free.

10.5 This Agreement shall not prevent IT Genie from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services that are similar to those provided under this Agreement.

10.6 IT Genie shall coordinate and manage the Third Party Providers but shall not be responsible or have Liability for any maintenance and support of software, hardware, utilities and/or facilities provided and maintained by Third Party Providers unless specified in Appendix A. IT Genie shall use reasonable endeavours to cooperate with any person who provides software or hardware, utilities or facilities to the Customer provided that IT Genie shall have no obligations or Liabilities in connection with the use, capability, availability or operation of such software, hardware, utilities or facilities responsibility for which shall remain with the supplier of the same. All Third Party Services are provided subject to the relevant Third Party Provider's terms and conditions, including fees, as notified or quoted to the Customer prior

to commencement of such Third Party Services (and with which the Customer agrees to comply) and may be varied, suspended and/or terminated by such Third Party Providers.

10.7 IT Genie's information exchange policy which is used for the objective of this policy is to establish a controlled environment that ensures:

10.7.1 IT Genie's information exchange procedures are secured from unauthorized access, modification or theft;

10.7.2 Exchange agreements or contracts are in place that cover responsibilities and liabilities between IT Genie and external third parties and Authorized Sub Processors.

- Users are aware of their responsibilities when sending Confidential and or Customer Personal Data to an Authorized Sub Processor or a Customer.
- Incident management procedures are in place should any Confidential and or Customer Personal Data be lost or stolen whilst being sent to an Authorized Sub Processor.
- IT Genie's information exchange procedures comply with all legal and regulatory matters.

11. **Customer's Obligations**

11.1 The Customer shall provide IT Genie with all necessary cooperation in relation to this Agreement and all necessary access to such information as may be reasonably required by IT Genie in order to render the Services.

11.2 The Customer shall ensure that it communicates to IT Genie all its service requirements and provides IT Genie with all the information relevant for the purpose of creating the Quotation, and the Managed Service Specification and to enable IT Genie to establish whether IT Genie is able to provide the Services in accordance with the terms of this Agreement. In addition, throughout the Term, the Customer shall be responsible for providing IT Genie with all information reasonably required in sufficient detail for the purposes of recommending, advising, establishing, setting up and providing the Services under this Agreement.

11.3 The Customer shall ensure that all passwords for access to and /or use of any of the Managed Services shall be kept confidential and inaccessible to third parties, that passwords are re-set after any actual or suspected security alerts and that the Customer's Operating Environment, the Customer-Side Equipment and the Hardware are, and shall remain for the Term, adequately protected and secure from unauthorised access by third parties.

11.4 The Customer shall be and remain responsible for all use of the Services or any part of them and all Third Party Services, including any use by third parties, whether fraudulent or invited

by the Customer. The Customer shall have Liability for all fraudulent use made of, from or via the Services, all Third Party Services, the Customer's Operating Environment, the Customer-Side Equipment and/or the Hardware and/or all its passwords relating to access or use of any of the foregoing.

- 11.5 The Customer shall not provide the Services or facilitate them directly or indirectly to, or allow them to be used by, third parties.
- 11.6 If required by IT Genie the Customer shall allow IT Genie to install monitoring software on the Customer-Side Equipment, the Hardware and/or in the Customer's Operating Environment to enable IT Genie to conduct remote monitoring and diagnostics and shall ensure that such software remains installed throughout the Term. Additionally, IT Genie reserves the right to:
- 11.6.1 modify the IT Genie System, the IT Genie Hardware, IT Genie's network, system configurations or routing configuration; or
- 11.6.2 modify or replace any Hardware or Software in IT Genie's network or in equipment used to deliver any services over its network.
- 11.7 Where the Managed Services include Maintenance by IT Genie of Hardware, Customer-side Equipment or Software this shall be specified with relevant service levels in the Quotation and Appendix A and is based on normal usage of the Customer's Operating Environment and performance and capacity assessed by IT Genie as part of the installation and configuration.

Where the Customer usage of or demand on the Customer's Operating Environment increases or varies or Hardware or Customer-side Equipment is aged or well-used, IT Genie shall use reasonable endeavours to provide the agreed Maintenance but cannot guarantee to fix all errors, may recommend replacing or repairing the same with re-conditioned parts or equipment and/or require the Customer to purchase new Hardware and/or increased maintenance services, and/or may increase the Fees or reduce service levels. The Customer shall notify IT Genie immediately of any fault or defect with any of the equipment that has been provided by IT Genie under this Agreement, shall allow IT Genie access to such equipment at any time for inspection and/or repair or replacement purposes and shall not permit the equipment to be repaired, replaced or tampered with by anyone other than IT Genie without IT Genie's prior written consent.

- 11.8 Maintenance shall not include the diagnosis and rectification of any fault resulting from any of the following which shall be charged as an Additional Service:
- 11.8.1 the improper use, improper operation or neglect of the Customer's Operating Environment or any Customer-Side Equipment, Software, equipment via which the Services are accessed or used or faults to any of them caused by a third party or variations in electrical power, lightning, flood, fire, radiation, radio interference or accidental damage;

- 11.8.2 unauthorised merger of any Software (in whole or in part) with any other software;
 - 11.8.3 the use of the Managed Services via or on equipment other than the Hardware or Customer-Side Equipment;
 - 11.8.4 the failure by the Customer to implement recommendations in respect of or solutions to faults previously advised by IT Genie;
 - 11.8.5 any repair, adjustment, alteration or modification of the Managed Services by any person other than IT Genie without IT Genie's prior written consent
 - 11.8.6 any breach by the Customer of any of its obligations under any maintenance agreement in respect of the equipment from or via which the Managed Services are accessed or used;
 - 11.8.7 non-compliance with the Customer's obligations under this Agreement;
 - 11.8.8 causes beyond the control of IT Genie;
 - 11.8.9 any fault arising from failure to operate proper and efficient back up and data recovery procedures in relation to the Customer data other than where and to the extent that the fault arises from any back-ups performed by IT Genie as part of any Maintenance supplied by IT Genie pursuant to this Agreement;
 - 11.8.10 any equipment or software not supplied by IT Genie to the Customer and/or any services other than the Managed Services.
- 11.9 If IT Genie is required to rectify any fault that results from any of the circumstances described in Clause 11.8 above, the Customer shall pay for the same as an Additional Service.
- 11.10 The Customer shall provide a Customer Primary Contact who will be IT Genie's first point of contact and other personnel as may be reasonably requested by IT Genie from time to time. The Customer shall use reasonable endeavours to ensure continuity of its personnel assigned to this Agreement.
- 11.11 The Customer shall comply with all applicable laws and regulations in respect to its activities under this Agreement, shall use all the Services, Customer's Operating System, Customer-side Equipment and Hardware in accordance with the terms of supply of all Third Party Providers and the terms of this Agreement and in the event of any delay in the Customer's provision of assistance required by IT Genie, IT Genie may adjust any timetable or delivery schedule as reasonably necessary.
- 11.12 The Customer shall be responsible at its cost for preparing and maintaining the Customer Sites to enable use of the Services and shall ensure that all Customer-Side Equipment is in

good working order and suitable for use of the Services and conform to all applicable legislative and regulatory standards and requirements.

- 11.13 The Customer shall ensure that all Customer-Side Equipment and all Hardware supplied to it by IT Genie is covered by a warranty from the relevant Third Party Provider.
- 11.14 The Customer shall identify to IT Genie all third party suppliers of software, hardware, utilities and other facilities comprising the Customer's Operating Environment and shall notify IT Genie as soon as practicable of any additional hardware or software that it intends to introduce into the Customer's Operating Environment and any other planned changes to the Customer's Operating Environment and/or the Customer-side Equipment and/or the Customer Sites including planned outages, Customer Site moves and changes in Third Party Providers. Whether as a result of any failure to notify IT Genie pursuant to this Clause or even where IT Genie has been notified, if IT Genie has to carry out any work, such work shall be paid for by the Customer as an Additional Service.
- 11.15 The Customer is and shall remain responsible for the Customer's Operating Environment, the Customer-Side Equipment and all Hardware and shall insure the same with a reputable insurance company for its replacement value and shall have Liability for the same in the event of loss or damage.

12. **Warranties**

- 12.1 The Customer warrants that:
- 12.1.1 it has the full capacity and authority to enter into and perform this Agreement and that this Agreement is executed by a duly authorised representative of the Customer;
- 12.1.2 it has the authority to grant any rights to IT Genie necessary for IT Genie to perform its rights and obligations under this Agreement, including the right to allow use of the Customer's Operating Environment, the Customer-Side Equipment, the Software and Hardware by IT Genie in the provision of the Services and otherwise in connection with this Agreement;
- 12.1.3 it will comply with and use the Services in accordance with the terms of this Agreement and all applicable laws and shall not do any act that shall infringe the rights of any third party including the publishing or transmission of any materials contrary to relevant laws or in breach of the Acceptable Use Policy; and
- 12.1.4 it owns and has obtained valid licences, consents, permissions and rights to use and where necessary to allow IT Genie to use any materials reasonably necessary for the fulfilment of its obligations under this Agreement, including any third party licences and consents in respect of any Customer Software or Third Party Software.

12.2 IT Genie warrants that:

- 12.2.1 it has the full capacity and authority to enter into and perform this Agreement and that this Agreement is executed by a duly authorised representative of IT Genie;
- 12.2.2 it will comply with all applicable laws in performing its obligations under this Agreement;
- 12.2.3 all personnel and sub-contractors used by IT Genie in the performance of this Agreement are adequately skilled and experienced for the activities they are required to perform.

13. Authorisation to Maintain & Access Entitled Devices

- 13.1 By purchasing the Services, Customer acknowledges that IT Genie will access, connect to and manage Entitled Devices via remote technologies. Customer agrees that in connection with this Service, IT Genie may perform remote management activities without first contacting Customer. These activities include, but are not limited to:
- Updating or changing software drivers;
 - Installing and applying software patches;
 - Rebooting devices within maintenance windows;
 - Deleting temporary files & clearing caches;
 - Starting or restarting application services;
 - Staging and executing scripts for automated maintenance routines;
 - Network performance tuning;
 - Transfer data associated with routine system tuning and upkeep between systems within a Customer's network; and
 - Identify, collect, and report on detailed data for devices on a network.
- 13.2 Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow IT Genie access to the Customer's network via that Internet connection.
- 13.3 Customer agrees to allow IT Genie employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow IT Genie access to the covered equipment. Facility access may be denied for any reason at any time, however if access to facilities is denied, the Customer understands IT Genie may be unable to perform their duties adequately and if such a situation should exist, IT Genie will be held harmless. In the case of the Customer residing in a facility with access controlled by a third party, the Customer is responsible for obtaining proper and adequate permissions for IT Genie to enter and operate on the premises designated as the Customer's work area.
- 13.4 Customer agrees to allow IT Genie to load any necessary management software or agents on their systems.

13.5 Customer agrees to furnish IT Genie with Administrator-level password access for all covered equipment and servers, where necessary.

13.6 IT Genie agrees not to prevent Customer from accessing any equipment owned by the Customer.

14. **Scope of Included Services**

IT Genie will perform IT Services included within the Scope of Included Services, as required, during the term of this Agreement. IT Genie will decide whether to perform IT Services at the Service Address or off-site (remotely.) Customer agrees not to make unreasonable requests for services. See Appendix A.

15. **Third Party Services**

15.1 All Third Party Services are subject to the Customer's right to receive such Third Party Services or IT Genie's continuing right to provide such Third Party Services under its agreement with the relevant Third Party Providers. If any agreement between IT Genie and a Third Party Provider terminates and is not simultaneously replaced or renewed such Third Party Service shall cease without any Liability of IT Genie to the Customer.

15.2 IT Genie may from time to time:

15.2.1 without notice to the Customer change the Services in order to comply with any applicable safety or legislative requirements; and

15.2.2 subject to the Customer's prior written consent (not to be unreasonably withheld or delayed) change the Services for any other reason not covered by clause 8.5.1, provided that such changes do not materially affect the nature or quality of the Services and where practicable IT Genie will give the Customer at least one month's prior written notice of any change.

16. **Pricing and Additional Services**

16.1 The Total Monthly Minimum Base Rate set forth above covers the cost of IT Services coming within the Scope of Included Services detailed in Appendix A, B and C.

16.2 Charges for Additional Services such as "Project Type" work, requested or required by Customer will be determined by agreement of the parties or, in the absence of agreement, will be charged at IT Genie's standard rates in effect at the time service is provided or at standard rates as defined in Appendix C.

- 16.3 The Total Monthly Minimum Base Rate does not include the cost of any hardware, software, equipment, or supplies or any out-of-pocket expenses incurred by IT Genie unless specifically identified as included in the Appendixes.
- 16.4 Any required deposits are non-refundable.
- 16.5 IT Genie shall include on invoices all applicable VAT charges.
- 16.6 Additional charges may apply if Customer requests services that are performed outside contracted hours or are beyond the normal coverage for the particular service.
- 16.7 IT Genie may for operational reasons need to increase the Managed Services Fees from time to time (for example, as a result of increases in costs of Third Party Suppliers, or following a service review which identifies a consistent over-utilisation of engineering time against the estimated engineering time calculated to provide the required service). IT Genie may increase the Managed Services Fees on giving the Customer one month's prior written notice at any time.
- 16.8 Only where specifically agreed for exceptional circumstances, the Customer shall reimburse IT Genie for all actual reasonable travel costs and expenses including subsistence costs incurred by IT Genie in the performance of the Services

17. Invoicing and Payment

The Customer will pay to IT Genie Ltd. all Fees and charges, including taxes, when due in accordance with sections 2 and 3 of this agreement. The customer hereby acknowledges and agrees that its obligations to pay all amounts and charges due hereunder, and the rights of IT Genie to such payments shall be absolute, unconditional, and irrevocable and shall not be affected by any circumstances of any character, including, without limitation, any set-off, abatement, counterclaim, suspension, recoupment, reductions, rescission, defence, or other right or claim that the Customer may have against IT Genie.

Payment of the Managed Service Fees is due monthly in advance on the first day of each month during the term of this Agreement and shall be considered delinquent if unpaid within ten (10) days of receipt of invoice by the Customer. Customer shall pay invoices for any additional amounts due to IT Genie upon receipt unless credit terms have specifically been agreed by IT Genie.

Payments may be made by automatic Direct Debit, or bank transfer. Credit/Debit card transactions will be charged a processing fee not to exceed the fees charged to IT Genie by IT Genie's Card processing provider.

18. Non Payment

IT Genie reserves the right to charge Customer a late penalty charge of one and a half percent (1.5%) per month applied against undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. In addition, IT Genie, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate the Services until such payment is received and may decide not to accept additional orders from Customer and/or may seek collection of all amounts due, including reasonable legal fees and costs of collections. IT Genie shall have no liability to Customer for any such suspension or termination of Services, or non-acceptance of orders.

19. Cancellation Period & Early Termination

Customer recognizes that the preferred rates agreed in IT Genie's Quotation are contingent upon the commitment to the minimum Term of Agreement. In the event that Customer terminates this service agreement, for any reason other than failure by IT Genie to perform the services outlined herein, before the end of the minimum term agreed, Customer agrees to be invoiced for and to pay an early termination fee equal to the then current Monthly service fee pro-rated and multiplied by the remaining months required to complete the minimum term defined above.

IT Genie may terminate the Services at any time during the Service term for any of the following reasons:

- a. Customer fails to pay the total price for this Service in accordance with the invoice terms or fails to abide by the terms of the Service Agreement;
- b. Customer fails to cooperate, threatens in any manner or otherwise creates a hazardous working environment for the assisting analyst or On-Site Support services technician
- c. Customer fails to comply with Customer's Responsibilities as set forth above and in Appendix B

If IT Genie terminates the Services due to the any of the reasons above, IT Genie will provide Customer notice of cancellation at the service address provided by Customer or by email at the primary email contact address provided by Customer and Customer shall not be entitled to any refund of fees paid or due to IT Genie. In the event that IT Genie terminates the Services, for any of the above reasons, before the end of the minimum term agreed, Customer agrees to be invoiced for and to pay an early termination fee equal to the then current Monthly service fee pro-rated and multiplied by the remaining months required to complete the minimum term defined in the Quotation.

20. Tangible Property Rights

Authorisation to use any software or hardware provided by IT Genie to the Customer provides a personal, non-exclusive, limited, non-transferable and temporary license. All rights are reserved.

The Customer may not re-publish, transmit, distribute, sell, lease, sublet or make any unauthorized use of IT Genie property. Modification of such materials or the use of such materials for any purpose not authorized by IT Genie is prohibited. Customer agrees to act in good faith and maintain in good physical and working order any hardware, software or other tangible items belonging to IT Genie that are installed, lent to, leased to, or for any other reason in possession by Customer or Customer personnel. In the event of damage, theft, modification, defacing, loss of, or any other acts considered beyond what would be considered "normal wear" the Customer will be responsible reimbursing IT Genie for repair and/or replacement of such material in an amount determined by IT Genie to be "fair market value" and will be due immediately at any time requested by IT Genie.

21. Ownership of Work Product

Any (a) work of authorship fixed in any tangible medium that is the subject matter of a copyright or potential application for registration therefore (including, but not limited to, object code and source code), (b) unpatented inventions, including but not limited to, physical parts or components, processes, techniques, programs or methods, (c) non-trademarked or non-service-marked distinctive symbols, pictures or words, (d) hardware or software provided by IT Genie for use by Customer (e) trade secrets, or (f) any other copyrightable, patentable and/or trademarkable intellectual property rights, whatsoever, associated with any ideas, symbols, marks, phrases, writings, drawings, inventions, machines, designs, concepts, techniques, methods, know-how, processes or works of authorship developed or created by: (i) IT Genie and/or IT Genie Personnel; and/or (ii) through collaborative efforts of IT Genie (including IT Genie Personnel) and Customer and/or any director, officer, shareholder, member, manager, employee, agent, independent contractor or representative of Customer ("Customer Personnel") during the term of this Agreement (collectively, the "Work Product") shall belong to IT Genie; provided that Customer shall retain a perpetual, non-exclusive, royalty-free license to use the Work Product in its day to day business operations so long as Customer does not disclose, sell or assign, in any capacity, its rights in said Work Product, to any third party (including IT Genie Personnel and Customer Personnel) without the express, written consent of IT Genie, which consent may be withheld. Upon request of IT Genie, Customer shall, if necessary, take such actions, and shall cause Customer Personnel to take such actions, including execution and delivery of any and all instruments of conveyance, necessary to grant title in and to the Work Product to and in the name of IT Genie.

22. Non-Diversion

Customer agrees that during the term of this Agreement and for a period of five years following the termination of this Agreement, Customer will not recruit or hire any employee, agent, representative or subcontractor of IT Genie ("IT Genie Personnel"), nor will Customer directly or indirectly contact or communicate with IT Genie Personnel for the purpose of soliciting or inducing such IT Genie Personnel (a) to accept employment with, or perform work for any person, firm, or entity other than IT Genie; or (b) to provide services to Customer or any other person, firm or entity

except as an employee or representative of IT Genie. Customer agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, IT Genie, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

23. Disclaimer of Warranties

To the fullest extent permitted by law, IT Genie disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. IT Genie does not warrant that use of software, hardware, services or any other products furnished by IT Genie will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

23.1 Neither party excludes or limits Liability for death or personal injury caused by its negligence, Liability for its fraud or any other Liability which it is not permitted to exclude or limit as a matter of law. Without prejudice the generality of the foregoing, the Customer's Liability for all fraudulent use made of, from or via the Services, all Third Party Services, the Customer's Operating Environment, the Customer-Side Equipment and/or the Hardware and/or all its passwords relating to access or use of any of the foregoing shall be unlimited.

23.2 Subject to Clause 23.1 the Liability of each party shall be limited as stated below:

23.2.1 the Liability of each party under this Agreement for any one claim or series of linked claims resulting in direct loss of or damage to tangible property of the other party shall not exceed £1,000,000;

23.2.2 without prejudice to clause 23.1 above, the total aggregate Liability of each party under this Agreement for any direct loss or damage shall not exceed the aggregate of the Fees paid in the period of 12 months immediately preceding the claim (provided that if a claim arises in the first 12 months of this Agreement, the total aggregate Liability shall not exceed the estimated Fees to be paid in the first 12 months of this Agreement).

23.3 Subject to 23.1 neither party shall be liable to the other for:

23.3.1 loss of profits, or loss of business, or loss of revenue, or loss of goodwill, or loss of anticipated savings (whether direct, indirect or consequential); and/or

23.3.2 business interruption and/or loss of opportunity (whether direct, indirect or consequential); and/or

23.3.3 indirect or consequential loss or damage.

- 23.4 If a number of defaults give rise substantially to the same loss, then they shall be regarded as giving rise to only one claim under this Agreement and there shall be no double recovery.
- 23.5 The Customer shall afford a reasonable opportunity to IT Genie (following notification of the default) in which to remedy any default.
- 23.6 IT Genie shall have no Liability for any loss or damage caused by or resulting from:
- 23.6.1 the unauthorised or improper use, operation or neglect of the Customer's Operating Environment, any Customer Side Equipment, Software, or equipment via which the Services or any Third Party Services are accessed or used;
 - 23.6.2 unauthorised merger of any Software (in whole or in part) with any other software;
 - 23.6.3 the use of the Managed Services via or on equipment other than the Hardware or Customer-Side Equipment;
 - 23.6.4 the failure by the Customer to implement recommendations in respect of or solutions to faults previously advised by IT Genie;
 - 23.6.5 the failure by the Customer to implement recommendations in respect of data security and the prevention of the unauthorised or unlawful processing or accidental loss destruction or damage to data previously advised by IT Genie;
 - 23.6.6 any repair, adjustment, alteration or modification of the Managed Services by any person other than IT Genie without IT Genie's prior written consent;
 - 23.6.7 any breach by the Customer of any of its obligations under any maintenance agreement in respect of the equipment from or via which the Managed Services are accessed or used;
 - 23.6.8 non-compliance with the Customer's obligations under this Agreement;
 - 23.6.9 causes beyond the control of IT Genie;
 - 23.6.10 any fault, problem, claim or issue resulting from a failure to operate proper and efficient back up and data recovery procedures in relation to the Customer data other than where and to the extent that the fault, problem, claim or issue arises from any back-ups performed by IT Genie as part of any Maintenance supplied by IT Genie pursuant to this Agreement;
 - 23.6.11 maintenance of any services other than the Managed Services; or
 - 23.6.12 toll fraud.

- 23.7 Subject to Clauses 10.6 and 23.1 IT Genie shall have no Liability for any acts or omissions by Third Party Providers, or any unauthorised use of Services.
- 23.8 Except in the case of Liability arising under Clause 23.1 above IT Genie shall have no Liability to the Customer unless the Customer shall have served notice of the same upon IT Genie within 6 months of the date it became aware of the circumstances giving rise to the Liability or the date when it ought reasonably to have become so aware.
- 23.9 Except as expressly stated in this Agreement all conditions, warranties, terms and undertakings express or implied, statutory or otherwise, in respect of the provision of the Services are hereby excluded to the extent permitted by law.

24. Limitation of Liability

In no event shall IT Genie be liable to the Customer or any other party for any special, exemplary, incidental, consequential, or direct damages, including but not limited to lost profits, whether arising out of contract, tort, strict liability or otherwise. In no way is IT Genie responsible for any damages to the Customer or any other party including but not limited to lost profits due to; data loss, the unavailability of or malfunctioning of any equipment, software, or service, whether provided by IT Genie or any party representing IT Genie or otherwise. IT Genie shall not be liable to Customer for any failure or delay caused by events beyond IT Genie's reasonable control, including, without limitation, Customer's failure to furnish necessary information, sabotage, failures, theft or delays in transportation or communication, failures or substitutions of equipment, labour disputes, accidents, shortages of labour, fuel, raw materials, equipment, technical failures, accessibility to work site, acts of God, or any other reason.

25. Actions

No action, regardless of form (including in contract, tort or otherwise), arising in connection with the performance of this Agreement may be brought by either party more than six months after the date of the occurrence on which the action is based.

26. Good Faith

The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement

27. Complete Agreement

The Proposal, these Terms and Conditions, and any Appendixes included or attached contain the

entire Agreement between the parties hereto with respect to the matters covered herein. No other Agreements, representations, warranties, or other matters, oral or written, purportedly agreed to or represented by or on behalf of IT Genie Limited by any of its employees or agents, or contained in any sales material or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Customer acknowledges that it is entering into this Agreement solely on the basis of the representation contained herein.

28. Limitations of Technology

The Customer acknowledges that technologies are not universally compatible, and that there may be particular services or devices that IT Genie may be unable to monitor, manage, or patch. IT Genie agrees to inform the Customer when such a situation arises. The Customer agrees to correct the situation if applicable, and to hold IT Genie harmless in any case. Patches and antivirus definitions are distributed by their respective software vendors, and as such, IT Genie has no direct control over the effectiveness or lack thereof of the software being applied. IT Genie shall not be held responsible for interruptions in service due to patches released by software vendors.

29. Authority

Customer signatory represents and warrants that it has full corporate power and authority to execute this Agreement to bind their company. Only individuals with title of Company Director, Owner or any person designated by any of those individuals shall have power and authority to bind Customer.

30. Jurisdiction

The enforcement of this Agreement shall be governed by the laws of England & Wales.

31. Miscellaneous

No amendments or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and signed by all parties hereto. IT Genie is an independent contractor and nothing herein shall be construed as inconsistent with that relationship or status. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. The headings contained herein are for convenience of reference only, and are not to be used in interpreting this agreement. This agreement may be

executed by electronic signature on-line or in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

32. Assignment and Sub-Licensing

- 32.1 The Customer shall not be entitled to assign or otherwise transfer this Agreement nor any of its rights or obligations nor sub-license the use (in whole or in part) of the Services without the prior written consent of IT Genie.
- 32.2 IT Genie shall be entitled to assign or otherwise transfer this Agreement and to sub-contract its obligations.

33. Force Majeure

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

Each Party agrees to give notice immediately to the other on becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

If a default due to an Event of Force Majeure shall continue for more than 12 weeks then the party not in default shall be entitled to terminate this Agreement. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

34. Dispute Resolution

In the event of a dispute between the Parties relating to the provision of the services detailed in this agreement, the Parties agree to the following process to achieve a prompt resolution prior to undertaking legal proceedings:

- a. Immediate written notification of the reason for the dispute or non conformance in writing to the other party, allowing 30 calendar days for the other party to rectify the non-conformance;
- b. A meeting between the parties with the objective of achieving a resolution;
- c. A meeting involving one or more Directors of each of the parties with the objective of achieving a resolution;
- d. The Customer or IT Genie may terminate the contract in accordance with the termination clause above.

Definitions and Terms

- **Help Desk.** The Help Desk is the primary point of contact for technical issues with Entitled Devices. The Help Desk Manager is the escalation contact for any unresolved or ongoing issues. The Help Desk is available from 9:00 to 17:30 Monday to Friday except Public Holidays. The support obligations (Service Level Agreements) of the Service Desk are based on the service level option purchased by Customer (Standard or Advanced).
- **Project Work.** The Professional Services team provides Customers with hardware and software project work such as new hardware and software specification, quoting, configuration and installation with execution, assistance and troubleshooting on an as-needed basis. Some Remote Project Work Services may be included with certain Levels of Service but may also be purchased separately by Customer on an as needed basis.

Service Plans, Scope of Services and Service Level Agreements

Desktop PC			
STANDARD PLAN SCOPE OF SUPPORT		ADVANCED PLAN SCOPE OF SUPPORT	
Proactive 24/7/365 Monitoring		Proactive 24/7/365 Monitoring	
Proactive 24/7/365 Automated Maintenance		Proactive 24/7/365 Automated Maintenance	
9am-5:30pm Unlimited Remote Access and Support		9am-5:30pm Unlimited Remote Access and Support	
9am-5:30pm Unlimited On Site Incident Response		9am-5:30pm Unlimited On Site Incident Response	
Software Patch / Update Management		Software Patch / Update Management	
Antivirus Monitoring		Antivirus Monitoring	
Performance Monitoring & Reporting		Performance Monitoring & Reporting	
Network Support		Network Support	
Workstation Management		Workstation Management	
Asset Tracking and Inventory		Asset Tracking and Inventory	
Software and License Management		Software and License Management	
VPN / Remote Access Configuration and Support		VPN / Remote Access Configuration and Support	
3rd Party Service Provider Management		3rd Party Service Provider Management	
Service Level Agreements*			
REMOTE INCIDENT RESPONSE	3 HOURS	REMOTE INCIDENT RESPONSE	1 HOUR
REMOTE CHANGE REQUEST	16 HOURS	REMOTE CHANGE REQUEST	8 HOURS
ON-SITE INCIDENT RESPONSE	8 HOURS	ON-SITE INCIDENT RESPONSE	4 HOURS

LAPTOP			
STANDARD PLAN SCOPE OF SUPPORT		ADVANCED PLAN SCOPE OF SUPPORT	
Proactive 24/7/365 Monitoring		Proactive 24/7/365 Monitoring	
Proactive 24/7/365 Automated Maintenance		Proactive 24/7/365 Automated Maintenance	
9am-5:30pm Unlimited Remote Access and Support		9am-5:30pm Unlimited Remote Access and Support	
9am-5:30pm Unlimited On Site Incident Response		9am-5:30pm Unlimited On Site Incident Response	
Software Patch / Update Management		Software Patch / Update Management	
Antivirus Monitoring		Antivirus Monitoring	
Performance Monitoring & Reporting		Performance Monitoring & Reporting	
Network Support		Network Support	
Workstation Management		Workstation Management	
Asset Tracking and Inventory		Asset Tracking and Inventory	
Software and License Management		Software and License Management	
VPN / Remote Access Configuration and Support		VPN / Remote Access Configuration and Support	
3rd Party Service Provider Management		3rd Party Service Provider Management	
Service Level Agreements*			
REMOTE INCIDENT RESPONSE	3 HOURS	REMOTE INCIDENT RESPONSE	1 HOUR
REMOTE CHANGE REQUEST	16 HOURS	REMOTE CHANGE REQUEST	8 HOURS
ON-SITE INCIDENT RESPONSE	8 HOURS	ON-SITE INCIDENT RESPONSE	4 HOURS

Service Level Agreement Definitions

All service level agreements are based on maximum time to respond to Customer and begin work on Customer's request.

An Incident is defined as any event which is not part of the standard operation of an existing IT service or function and which causes or may cause an interruption to, or a reduction in, the quality of that service or function.

A Change is defined as any request which involves the addition of a new IT service or function or the removal or modification of an existing IT service or function.

Exclusions from the Scope of Included Services

Customer agrees that the following is not included as covered in this agreement. This page is for reference only.

“Project / Integration Work” Defined as any service designated to add or increase functionality or capacity; in other words, any work that is not designed to support existing systems or persons. Projects are outside the scope of this agreement and as such will be quoted and invoiced separately. Project / Integration work will be identified to the Customer as such before any work is performed.

“Line of Business Applications” Defined as applications such as custom accounting packages, CAD applications, CRM software, ERP software, etc. that are not specifically mentioned herein fall outside the normal purview of this Agreement. Reasonable attempts will be made to correct connectivity issues to such applications; however problems specific to the application configuration or network problems caused by the applications are excluded.

“Hardware Replacement Cost” Defined as the cost of the hardware and service cost associated with hardware replacement. For servers, PC’s, and Laptops, these costs fall outside this agreement and will be treated as ‘Project work’. Hardware replacement can take the form of warranty, extended warranty, manufacturer’s support contract, on-site spares, or purchases as needed. Consultant may not be able to restore Customer data to replacement hardware where Customer has not opted for full data backup.

Additional Items Excluded

- All hardware and software purchases. We will specify and quote, but the delivery, configuration, and installation of new hardware and new software will be billed separately from this agreement as ‘project work’.
- Any equipment that is more than 5 years old and not covered by a manufacturer’s or third-party hardware parts and labour warranty.
- Technical project work or work that falls outside of day to day support.
- Software Development / Programming work
- Network Drops and Cabling faults / work
- Printer, Copier, and Multifunction Hardware Repair
- Phone system, phone replacement, or Maintenance.
- Any unreasonable service requests.

Customer Responsibilities

Notice of Environment Changes: Customer agrees to notify the Service Desk at least 24 hours prior to change management activities affecting Entitled Devices, including those activities listed below. Change management activities include any enhancement, modification, update, installation or de-installation that will impact the existing production environment for one or more Entitled Devices, including, but not limited to, networks, data center operations, support or facilities environment.

Activity / Tasks that involve the loss of monitoring services and/or trigger alerts:

- Stopping/disabling monitoring Services for one or more Entitled Device(s).
- Server shutdowns/reboots.
- Decommissioning/replacement of Entitled Devices including activities related to the replacement, refresh, reconfiguration or decommissioning of hardware.
- Disabling switch ports as well as physical cable disconnections (i.e. moving equipment).
- Disabling network cards.
- Disconnecting network cables.
- Service account changes (Credentials, naming). Changes such as renaming, deleting, privileges change and mainly password reset on accounts used in connection with Entitled Devices.
- Outages/maintenance of the environment containing Entitled Devices (including emergency changes).
- Installation/uninstallation/upgrades of system software introduced into environment containing Entitled Devices (servers, routers, firewalls, etc.)

By providing the Service Desk with advance notice of any change management activities, the Service Desk will suppress alerts from being generated for the Entitled Devices affected by the change management activities during the maintenance window selected by Customer. Customers who do not follow this procedure may place their environment at risk and may incur Additional Services charges if IT Genie is requested to bring the environment back to a stable ready state for Services.

Technical Requirements:

1. IT Environment

- Professionally installed network cabling (Category 5e or higher)
- Minimum 512KB persistent broadband connection
- Labeled patch cables identifying connections

2. Firewall - Hardware

- Current business class firewall (Sonicwall, Draytek, Watchguard, Cisco, Fortinet)

3. Firewall – Software

- Intrusion detection, Antivirus and Antimalware subscription

4. Antivirus must be installed on all Entitled Devices and Covered Devices

IT Genie will report to Customer any deficiencies in the above requirements within 30 days of the commencement of the Term and provide Customer with quotes to supply required items. Should the Customer choose not to implement these items, or should such items not be available for whatever reason, then Work performed on the Entitled Devices not meeting these Technical Requirements will not be covered under this Agreement. All such work will be billed according to the then current rates and terms of the Agreement.

Supported Products:

Select devices from the following hardware manufactures (but not limited to):

- | | | |
|-----------|-----------|------------------|
| • Dell | • D-Link | • Lexmark |
| • 3COM | • Draytek | • Linksys |
| • Acer | • Epson | • Netgear |
| • Brother | • HP | • Seagate/Maxtor |
| • Canon | • IBM | • Sony |
| • Cisco | • Iomega | • Toshiba |
| • Citrix | • Lenovo | |

Not all devices provided by the hardware vendors listed above are supported. For minimum technical requirements and a complete list of available Services and Supported Products please contact IT Genie Service Desk.

Supported technologies include but are not limited to the following:

- Microsoft Windows desktop operating systems from Microsoft Windows 10 desktop operating systems.
- Microsoft Windows server operating systems including: Microsoft Windows Server 2018 and 2019 and onwards
- Desktop applications including: Adobe Acrobat, AVG Virus Scan, Eset Endpoint Antivirus and Security, Microsoft Excel, Microsoft Outlook, Microsoft Outlook Express, Microsoft PowerPoint, Microsoft Word, Internet Explorer, Mozilla Firefox, Intuit QuickBooks, Sage 50 Accounts and Payroll, .
- Microsoft Windows server applications including: Exchange Server, SQL Server and Active Directory
- Lines of Business applications are evaluated on a case by case basis. LOB's must include active support subscriptions from the developer.

Maintenance shall not include the diagnosis and rectification of any fault resulting from any of the following which shall be charged as an Additional Service:

- the improper use, improper operation or neglect of the Customer's Operating Environment or any Customer-Side Equipment Software, equipment via which the Services are accessed or used or faults to any of them caused by a third party or variations in electrical power, lightning, flood, fire, radiation, radio interference or accidental damage;
- unauthorised merger of any Software (in whole or in part) with any other software;
- the use of the Managed Services via or on equipment other than the Covered Devices
- the failure by the Customer to implement recommendations in respect of or solutions to faults previously advised by IT Genie;
- any repair, adjustment, alteration or modification of the Managed Services by any person other than IT Genie without IT Genie's prior written consent;
- any breach by the Customer of any of its obligations under any maintenance agreement in respect of the equipment from or via which the Managed Services are accessed or used;
- non-compliance with the Customer's obligations under this Agreement;
- causes beyond the control of IT Genie;
- any fault arising from failure to operate proper and efficient back up and data recovery procedures in relation to the Customer data other than where and to the extent that the fault arises from any back-ups performed by IT Genie as part of any Maintenance supplied by IT Genie pursuant to this Agreement;
- any equipment or software not supplied by IT Genie to the Customer and/or any services other than the Managed Services.
 - If IT Genie provides maintenance for any fault that results from any of the circumstances described in this Clause, the Customer shall pay for the same as an

Additional Service.

- The Customer shall not:
 - modify, translate, create or attempt to create derivative copies of or copy the systems or any IT Genie Software or Third Party Software used to provide the Services in whole or in part;
 - reverse engineer, decompile, disassemble or otherwise reduce the object code of such systems or software to source code form unless permitted by law; or
 - distribute, sub-licence, assign, share, timeshare, sale, rent, lease, transmit, grant a security in trustee or otherwise transfer such systems or software.
- IT Genie shall ensure that availability of the Managed Services complies with the service levels set out in Service Level Agreement and shall wherever reasonably practicable give the Customer at least 24 hours' prior written notice of all scheduled interruptions to the Managed Services.

Pricing Schedule

The following schedule is for IT services delivered outside of the Managed Services Agreement.

ESCALATION OF REMOTE INCIDENT OR CHANGE SUPPORT* (Genie Infinity Customers)

Ticket raised to priority level £85.00 One Time Charge

*The device's SLA will be overridden and priority given to the incident or request ticket raised

ON SITE SERVICES

Site Visit Request	£85.00 per hour In Hours £150 per hour Out of Hours (Minimum 1 Hour then 15 minute increments thereafter)
Standard Engineer Project Work	£85.00 / hour In Hours £150 / Hour Out of Hours
Senior Engineer Project Work	£100.00 per hour In Hours £180 / Hour Out of Hours

REMOTE SERVICES (Genie Infinity Customers)

Requests	£85.00 per hour In Hours £150 per hour Out of Hours (Minimum 1 Hour then 15 minute increments thereafter)
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PRE PURCHASED ON SITE 'TIME ALLOWANCE'* (BASED ON SLA)

8 Hour Response	£85.00 per hour
4 Hour Response	£100.00 per hour

*Minimum purchase 'Time Allowance' 5 hours. Hours purchased can be a combination of the above response SLA's and used for both Remote and On-Site support

MONITORING ONLY SERVICES *

Server	£40.00 per month
PC	£10.00 per month

*Monitoring and alerting service only.

All prices exclude VAT and are subject to change in accordance with our Terms and Conditions