



Managed Services Agreement



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1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Commercially Reasonable Efforts: the same degree of priority and diligence with which the Supplier meets the support needs of its other similar customers.

Contact list: a current list of Supplier contacts and telephone numbers to enable the Customer to escalate its Support Requests, including:

- (a) the first person to contact; and
- (b) the persons in successively more qualified or experienced positions to provide the support sought.

Customer Cause: any of the following causes:

- (a) any improper use, misuse or unauthorised alteration of the Services by the Customer;
- (b) any use of the Services by the Customer in a manner inconsistent with the Service Specification or instructions (written or verbal) given by the Supplier;
- (c) the use by the Customer of any hardware or software not approved by the Supplier in for use by the Customer in connection with the Services; or
- (d) the use of a non-current version or release of the any software.

Fault: any failure of the Services to operate in all material respects in accordance with the Service Specification.

General Terms and Conditions: the Supplier's General Terms and Conditions.

Help Desk Support: any support provided by help desk technicians sufficiently qualified and experienced to identify and resolve most support issues.

Higher-level Support: any higher-level support provided by an individual on the Contact List.

Out-of-scope Services: any of the following services:

- (a) any services provided by the Supplier in connection with any apparent problem regarding the Services reasonably determined by the Supplier not to have been caused by a Fault, but rather by a Customer Cause or a cause outside the Supplier's control (including any investigational work resulting in such a determination); or
- (b) any Higher-level Support provided in the circumstances specified in paragraph 0.

Service Credits: the service credits specified in the table set out in paragraph 6.1.

Service Levels: the service level responses and response times referred to in the Service Level Table.

Service Level Table: the table set out in paragraph 5

Service Specification: the specific services, functions and deliverables (if any) to be provided by the Supplier to the Customer as detailed in the Schedule.

Solution: either of the following outcomes:

- (a) correction of a Fault; or
- (b) a workaround in relation to a Fault (including a reversal of any changes to the Software if deemed appropriate by the Supplier) that is reasonably acceptable to the Customer.

Support Request: a request made by the Customer for support in relation to the Services.

Third Parties: other suppliers, service providers, vendors and other third parties contracted with the Customer.

1.2 The following rules of interpretation shall apply:

- (a) terms as defined in the General Terms and Conditions shall have the same meaning when used in this Agreement; and
- (b) rules of interpretation in the General Terms and Conditions shall apply to this Agreement; and
- (c) the Schedule shall form part of this Agreement.

2. SERVICES AND SUPPORT

2.1 The Supplier shall provide the Services in accordance with the Service Specification.

2.2 As part of the Services the Supplier shall:

- (a) provide Help Desk Support by support@twoplus1.uk – 0203 328 9420
- (b) commit appropriate resources to the provision of Higher-Level Support;
- (c) where Help Desk Support is not provided within the relevant Service Level response time and the Customer escalates its Support Request to an individual of appropriate qualification or experience on the Contact List, provide Higher-Level Support;
- (d) use Commercially Reasonable Efforts to correct all Faults reported under clause **Error! Reference source not found.**; and
- (e) provide technical support for any software provided by the Supplier as part of the Services in accordance with the Service Levels.

2.3 Any Higher-level Support requested by the Customer and provided by an individual whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request shall be deemed an Out-of-scope Service, provided that an appropriately qualified or experienced individual was available at the time when the Higher-level Support was sought.

2.4 The Supplier may reasonably determine that any services are Out-of-scope Services. If the Supplier makes any such determination, it shall promptly notify the Customer of that determination.

2.5 The Customer acknowledges that the Supplier is not required to provide Out-of-scope Services.

3. FEES

3.1 In addition to the Service Fee, the Supplier shall be entitled to charge (on a time and materials basis) where:

- (a) no fault is found;
- (b) Out-of-scope Services are required; or
- (c) the cause of the incident that gave rise to the Support Request is one or more of the following:
 - (i) that power has been switched off or disconnected from a socket, device or external power supply unit;
 - (ii) that a network cable is disconnected at device, data point, switch or hub including at the communications cabinet;

- (iii) that that the fault relates to a telephone line and/or broadband circuit unless the telephone line and/or broadband service has been supplied and is currently supported by the Supplier under a managed services agreement;
- (iv) that the fault relates to a Wi-Fi router unless that Wi-Fi router has been supplied and is currently supported by the Supplier under a managed services agreement; or
- (v) the Supplier reasonably believes that the fault has been caused (wholly or in part) by damage or interference with equipment or software by the Customer.

4. SUBMITTING SUPPORT REQUESTS

4.1 Each Support Request shall include a description of the problem and the start time of the incident.

4.2 The Customer shall provide the Supplier with:

- (a) prompt notice of any Faults; and
- (b) such output and other data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to the Supplier in writing) remote access to the Customer's informational technology systems and infrastructure, as are reasonably necessary to assist the Supplier to reproduce operating conditions similar to those present when the Customer detected the relevant Fault and to respond to the relevant Support Request.

4.3 The Customer acknowledges that, to properly assess and resolve Support Requests, it may be necessary to permit the Supplier direct access at the Customer's premises to the Customer's information technology systems and infrastructure and the Customer's files, equipment and personnel.

4.4 The Customer shall provide such access promptly, provided that the Supplier complies with all the Customer's security requirements and other policies and procedures relating to contractors entering and working on the Customer's notified to the Supplier.

5. SERVICE LEVELS

5.1 The Supplier shall:

- (a) prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported; and
- (b) resolve all Support Requests in accordance with the responses and resolution times specified in the table set out below:

Affected Service	Priority	Response Time	Resolution Time
Service not available (all users and functions unavailable)	1	1 hour	8 hours
Significant degradation of service (large number of users or business critical functions affected,	2	2 hour	16 hours
Limited degradation of service (limited number of users or functions affected, business process can continue)	3	4 hour	32 hours
Service Requests (e.g. new equipment request /new starter or leaver)	4	8 hour	120 hours

5.2 The Supplier and the Customer may agree to vary the Service Level Response Times and Resolution Times.

5.3 The Supplier shall give the Customer regular updates of the nature and status of its efforts to correct any fault.

5.4 The Customer acknowledges that the achievement of the Service Levels by the Supplier may require the co-ordinated, collaborative effort of Third Parties.

5.5 The response times shown in the table below shall not apply to the following:

- (a) additions, moves or changes to users, devices, configurations or network;
- (b) issues reported otherwise than in accordance with paragraph 4.2 above;
- (c) issues reported outside of Service Hours;
- (d) issues caused by Equipment or Software not meeting the Supplier's Minimum Standards;

- (e) requests relating to Software that is not Approved Software (see paragraph 5.6 below);
- (f) issues that have been caused by the Customer not acting on advice or recommendations given by the Supplier;
- (g) issues caused by the Customer or third parties modifying any Equipment or Software configuration;
- (h) issues related to user-initiated virus and malware infections;
- (i) issues involving the sourcing of Equipment or Software; and
- (j) issues involving Equipment or Software that are not under current warranty or maintenance coverage.

5.6 For the purposes of paragraph 5.5(e) above, the following Software is Approved Software:

5.6.1 Microsoft:

Office 2016/2019 (Word, Excel, PowerPoint, Outlook), Visio 2016/2019, Project 2016/2019, Teams, OneDrive, Skype

5.6.2 Adobe CC:

Acrobat Reader, Acrobat Pro, Photoshop, InDesign, Illustrator

5.6.3 Web Browsing:

Google Chrome, Mozilla Firefox, Safari

5.6.4 Conferencing:

Zoom, Teams

5.6.5 VPN:

Cato, OpenVPN, Tunnelblick

5.5.6 Anti-Malware:

Sentinel One, , Microsoft Defender,

5.5.7 Backup:

Cove

5.5.8 File Sync:

DropBox, OneDrive, Google Drive

5.5.9 Video:

VLC

5.5.10 Operating Systems:

Windows 10 Pro or above, MacOS 10.12+

6. SERVICE CREDITS

- 6.1 If the Supplier fails to provide a Solution within the relevant Service Level Resolution Time, the Customer may be eligible for a Service Credit provided that the relevant Fault or other problem:
- (a) did not result (wholly or in part) from a Customer Cause or a cause outside the Supplier's control (including, but not limited to, a Force Majeure Event or any delay or failure by a Third Party); and
 - (b) was promptly notified to the Supplier under clause 0.
- 6.2 The Supplier shall evaluate all information reasonably available to it and make a good faith determination of whether a Service Credit is owed.
- 6.3 The amount of the Service Credit will be equivalent to a day's Service Fee per each hour or part hour in which the Supplier fails to provide a Solution beyond the Service Level Resolution Time.
- 6.4 Service Credits for a month in which the Supplier fails to provide a Solution within the relevant Service Level Resolution Time shall under no circumstances exceed the total monthly Service Fee for the for the same period (pro-rated where the billing period is longer than a month).
- 6.5 The provision of a Service Credit shall be the exclusive remedy for a particular Service Level failure. The Customer acknowledges that it has had the opportunity to obtain independent legal advice on the implications of this clause 6.5 and agrees to be bound by it.
- 6.6 Service Credits shall be shown as a deduction from the amount due from the Customer to the Supplier in the next invoice then due to be issued under the General Terms and Conditions. The Supplier shall not in any circumstances be obliged to pay any money or make any refund to the Customer.

7. DATA BACK-UP SERVICES

- 7.1 Where data back-up services are included, the following shall apply:
- (a) The Supplier will provide the Customer with the ability to upload its data from its computer systems and store it on third-party servers for the purpose of offsite backup, and to restore this data if required.
 - (b) The Supplier will allocate to the Customer the designated storage quota for the storage of its data.
 - (c) The Supplier will encrypt the Customer's data during transit and storage.

- (d) The Supplier will store the Customer's data in data centres providing a high level of environmental protection and physical security.
- (e) The Supplier will automatically upgrade the Customer's Allocated Storage Quota to ensure that its backups will continue uninterrupted should if the storage limit is reached.
- (f) The Customer agrees not to permit any third party to use the data backup service.
- (g) The Customer must not store or transmit any unlawful, threatening, defamatory, offensive or pornographic material that constitutes a criminal offence or other unlawful act under any laws.
- (h) The Customer agrees to securely store its service and access details and will not knowingly allow its service and access details, specifically any security codes or passwords, to be viewed or retrieved by any third parties.
- (i) The Customer must promptly report any actual or suspected security breaches to support@twoplus1.uk – 0203 328 9420
- (j) The Customer agrees that it is solely responsible for paying in full any costs due to any third party that result from the use of the backup service.

7.2 Whilst the Supplier will use Commercially Reasonable Efforts to ensure the security and protection of the Customer's data, no warranties are given that:

- (a) the backup service will be available at all times without interruption;
- (b) data centres will be free from unauthorised physical or remote access;
- (c) data stored will be entirely safe from loss or corruption; and
- (d) a full restoration of data is always possible.

7.3 The Customer's attention is also drawn to the limitations on the Supplier's liability in Clause 13 of the Conditions.