



NP PROJECTS LTD – MASTER SERVICE AGREEMENT - IT SUPPORT

TERMS AND CONDITIONS

1. Definitions and Interpretation

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

“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in London;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Data Protection Legislation”	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
“Helpline Support”	means the telephone and website-based support which shall be provided as specified in Schedule 1 and in accordance with Clause 2;
“IT Support Proposal”	means the document signed by the Customer that provides the required information for the provision of services or Products or Equipment by the Supplier.
“On-site Support”	means the on-site support to be provided at the Premises as specified in Schedule 1 and in accordance with Clause 2;
“Premises”	means the Client’s premises at which the Support Services (and in particular the On-site support) are to be provided at.
“Support Services”	means the IT support services to be provided by the Service Provider to the Client as set out in Schedule 1 which shall include Helpline Support, On-site Support;
“Term”	means the term of this Agreement as defined in Clause 9.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to this Agreement; and

- 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
 - 1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement.
 - 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
 - 1.4 Words imparting the singular number shall include the plural and vice versa.
 - 1.5 References to any gender shall include any other gender.
 - 1.6 References to persons shall include corporations.
- 2. The Support Services**
- 2.1 The Service Provider shall, throughout the Term of this Agreement, provide the Support Services to the Client in accordance with the provisions of this Clause 2 and Schedule 1.
 - 2.2 The Service Provider shall provide the Support Services only as specified in Schedule 1 during the hours of 08:30 hours to 17:00 hour, Monday to Friday.
 - 2.3 The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Support Services.
 - 2.4 The Service Provider shall use all due and proper care to ensure that the manner in which it provides the Support Services does not have any adverse effects upon the name, reputation, image or business of the Client.
 - 2.5 The Service Provider shall provide Helpline Support during the service hours set out in Schedule 1 and shall use reasonable endeavours to respond to the Client's service query within 60 minutes and, if On-site Support is required, shall use reasonable endeavours to provide the same within 4 hours of the Client's Helpline Support service query.
 - 2.6 The Service Provider shall provide On-site Support during the service hours set out in Schedule 1 and shall respond to all requests for such On-site Support within 4 hours (subject to sub-Clause 2.5 which shall govern the response times applicable to On-site Support which has escalated from a Helpline Support request).
- 3. Service Provider's Obligations**
- 3.1 The Service Provider shall provide the Support Services to the Client in accordance with the provisions of Clause 2 and Schedule 1.
 - 3.2 The Service Provider shall perform its obligations under this Agreement in a reasonable and timely manner in accordance with the provisions of this Agreement.
 - 3.3 The Service Provider shall provide the Client with such information and advice in connection with the Support Services and the provision thereof as the Client may, from time to time, reasonably require both before and during the provision of the Support Services.
 - 3.4 The Service Provider shall use reasonable endeavours to keep the Client informed of any special requirements (including, but not limited to, legislative requirements) applicable to the rendering of the Support Services. To the extent necessary and appropriate, the Service Provider and the Client shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way.
- 4. Client's Obligations**
- 4.1 The Client shall provide the Service Provider with such information in connection with the Support Services and the provision thereof as the Service Provider shall reasonably require both before and during the provision of the Support Services.
 - 4.2 The Client shall perform its obligations under this Agreement in a reasonable and timely manner in accordance with the provision of this Agreement.
 - 4.3 The Client shall act in accordance with any and all reasonable instructions issued by the Service Provider in relation to the Support Services. The Service Provider shall not be liable for any failure to provide the Support Services or any part thereof which arises out of the Client's failure to follow any such instructions.

- 4.4 The Client shall inform the Service Provider of any new computer hardware, devices and/or software which it intends to procure where such hardware, devices and/or software is to be added to the Specified Equipment.
- 4.5 The Client shall allow the Service Provider and (where applicable) its personnel at all reasonable times access to the Premises for the purpose of providing the Support Services.
- 4.6 The Client shall use reasonable endeavours to keep the Service Provider informed of any special requirements (including, but not limited to, legislative requirements) applicable to the rendering of the Support Services. To the extent necessary and appropriate, the Service Provider and the Client shall promptly take steps to comply with any such requirements. These steps shall not otherwise alter this Agreement in any way.

5. Fees and Payment

- 5.1 The Client shall pay the Fees to the Service Provider in accordance with this Clause 5 as consideration for the Support Services.
- 5.2 All payments required to be made pursuant to this Agreement by either Party shall be made within 30 days of the date of the relevant invoice in pounds sterling in cleared funds to such bank in the United Kingdom as the other Party may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.
- 5.3 Where any payment pursuant to this Agreement is required to be made on a day which is not a Business Day, it may be made on the next following Business Day.
- 5.4 Fees are fixed at the rate agreed on the IT Support Proposal, for the duration of the agreement Term. Outside of the initial Term set out in the IT Support Proposal the Supplier can increase the agreement to the most recently published Consumer Price Index Inflation rate at the time of renewal.
- 5.5 If either Party fails to pay on the due date any amount which is payable to the other pursuant to this Agreement then, without prejudice to and notwithstanding sub-Clause 9.3.1, that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at the rate of 1.5% per annum over the Bank of England base rate from time to time in force.

6. Liability and Indemnity

- 6.1 The Service Provider shall indemnify and hold harmless the Client, its subcontractors, agents and employees from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature and whether in contract or in tort, including injury to or death of any person or persons or loss of or damage to any property arising out of or in respect of the performance or failure to perform its obligations under this Agreement if and to the extent that such losses, costs, damages or expenses are caused or contributed to by the negligent acts or omissions of the Service Provider or any persons for which the Service Provider is otherwise legally liable.
- 6.2 The Client shall indemnify and hold harmless the Service Provider, its subcontractors, agents and employees from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature and whether in contract or in tort, including injury to or death of any person or persons or loss of or damage to any property arising out of or in respect of the performance by the Client of its obligations under this Agreement if and to the extent that such losses, costs, damages and expenses are caused or contributed to by the negligent acts or omissions of the Client or any persons for which the Client is otherwise legally liable.
- 6.3 Except as expressly provided in this Agreement, neither Party shall be liable or responsible to the other in contract, tort or otherwise (including any liability for negligence) for:
 - 6.3.1 any loss of revenue, business, contracts, anticipated savings or profits, or any loss of use of facilities; or
 - 6.3.2 any special indirect or consequential loss howsoever arising.
 - 6.3.3 For the purposes of sub-Clause 6.3.1 “anticipated savings” means any expense which either Party expects to avoid incurring or to incur in a lesser amount than would otherwise have been the case by reason of the use of the Support Services provided by the Service Provider under this Agreement.

7. Confidentiality

- 7.1 Each Party undertakes that, except as provided by sub-Clause 7.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and for 2 years after its termination:
- 7.1.1 keep confidential all Confidential Information;
 - 7.1.2 not disclose any Confidential Information to any other party;
 - 7.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
 - 7.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 7.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 7.1.1 to 7.1.4 above.
- 7.2 Either Party may:
- 7.2.1 disclose any Confidential Information to:
 - 7.2.1.1 any sub-contractor or supplier of that Party;
 - 7.2.1.2 any governmental or other authority or regulatory body; or
 - 7.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;to such extent only as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 7.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 7, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
 - 7.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.
- 7.3 The provisions of this Clause 7 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

8. Force Majeure

- 8.1 No Party to this Agreement 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.

9. Term and Termination

- 9.1 This Agreement shall come into force on the commencement date and shall continue for the Term stated in your signed IT Support Proposal, subject to the provisions of this Clause 9.
- 9.2 Either Party shall have the right, exercisable by giving not less than 45 days written notice to the other prior to the expiry of the term specified in your IT Support Proposal (or any further period for which this Agreement has been extended pursuant to this provision) If no written notice is given this Agreement will be extended for a further period of 12 months and will renew every 12 months thereafter until the 45 days written notice has been given.

- 9.3 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:
- 9.3.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 90 Business Days of the due date for payment;
 - 9.3.2 the other Party commits any other breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 90 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 9.3.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 9.3.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 9.3.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);
 - 9.3.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 9.3.7 that other Party ceases, or threatens to cease, to carry on business; or
 - 9.3.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 9, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 9.4 The rights to terminate this Agreement given by this Clause 9 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

10. **Effects of Termination**

Upon the termination of this Agreement for any reason:

- 10.1 any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;
- 10.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;
- 10.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination;
- 10.4 subject as provided in this Clause 10 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 10.5 each Party shall (except to the extent referred to in Clause 7) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

11. **Data Protection**

The Service Provider will only use the Client's personal information as set out in the Service Provider's Privacy Policy available from <https://np.technology/privacy-policy/>

12. **Data Processing**

- 12.1 In this Clause 12, "personal data", "data subject", "data controller", "data processor", and "personal data breach" shall have the meaning defined in the Data Protection Legislation.

- 12.2 [The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 12 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.
- 12.3 For the purposes of the Data Protection Legislation and for this Clause 12, the Service Provider is the “Data Processor” and the Client is the “Data Controller”.
- 12.4 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in this Agreement.
- 12.5 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this Agreement:
- 12.5.1 Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law;
 - 12.5.2 Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken are set out in Schedule 4;
 - 12.5.3 Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;
 - 12.5.4 Not transfer any personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:
 - 12.5.4.1 The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;
 - 12.5.4.2 Affected data subjects have enforceable rights and effective legal remedies;
 - 12.5.4.3 The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
 - 12.5.4.4 The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.
 - 12.5.5 Assist the Data Controller at the Data Controller’s cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner’s Office);
 - 12.5.6 Notify the Data Controller without undue delay of a personal data breach;
 - 12.5.7 On the Data Controller’s written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of this Agreement unless it is required to retain any of the personal data by law; and
 - 12.5.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 12 and to allow for audits by the Data Controller and/or any party designated by the Data Controller.
- 12.7 The Data Processor shall not sub-contract any of its obligations to a sub-contractor with respect to the processing of personal data under this Clause 12 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). In the event that the Data Processor appoints a sub-contractor, the Data Processor shall:
- 12.7.1 Enter into a written agreement with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor by this Clause 12 and which shall permit both the Data Processor and the Data Controller to enforce those obligations; and

12.7.2 Ensure that the sub-contractor complies fully with its obligations under that agreement and the Data Protection Legislation.

12.8 Either Party may, at any time, and on at least 60 Days' notice, alter this Clause 12, replacing it with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to this Agreement.

13. **No Waiver**

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

14. **Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

15. **Costs**

Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

16. **Set-Off**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this Agreement or any other agreement at any time.

17. **Assignment and Sub-Contracting**

17.1 This Agreement is personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

17.2 Each Party shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Party in question.

18. **Time**

18.1 The Parties agree that all times and dates referred to in this Agreement shall be of the essence of this Agreement.

19. **Relationship of the Parties**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

20. **Non-Solicitation**

20.1 Neither Party shall, for the term of this Agreement and for a period of 12 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to this Agreement [without the express written consent of that Party.

20.2 Neither Party shall, for the term of this Agreement and for a period of 12 months after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party [without the express written consent of that Party.

21. **Third Party Rights**

21.1 No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

21.2 Subject to this Clause 21 this Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

22. **Notices**

22.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

22.2 Notices shall be deemed to have been duly given:

22.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

22.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

22.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

22.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

23. **Entire Agreement**

23.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

23.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

24. **Counterparts**

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

25. **Severance**

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

26. **Dispute Resolution**

26.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

- 26.2 If negotiations under sub-Clause 26.1 do not resolve the matter within 90 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure.
- 26.3 [If the ADR procedure under sub-Clause 26.2 does not resolve the matter within 90 days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
- 26.4 The seat of the arbitration under sub-Clause 26.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
- 26.5 Nothing in this Clause 26 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 26.6 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 26 shall not be final and binding on both Parties.

27. **Law and Jurisdiction**

- 27.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 27.2 Subject to the provisions of Clause 26 (dispute resolution), any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SCHEDULE 1

SERVICE SCHEDULE END USER SUPPORT

This is a Service Schedule as defined in the Agreement. Where the End User Support Services set out in this Service Schedule form part of the Services to be supplied under the Agreement, this Service Schedule forms part of the Agreement. In this Service Schedule, references to Clauses are to Clauses of the Agreement, and references to paragraphs are to the paragraphs of: (i) this Service Schedule; or (ii) whichever other document is specifically referred to. Defined terms that are used in this Service Schedule which are not defined in paragraph 1 below shall have the same meanings as set out in Schedule 1 of the Agreement.

1 Additional Definitions

In this Service Schedule the following definitions have the following meanings:

Acceptable Use Levels means the acceptable use levels identified in the table set out in paragraph 4.2;

Business Day means a day other than a Saturday, Sunday or public holiday in England;

Customer means the person or firm who purchases the Goods and/or Services from NP Projects Ltd as stated in the IT Support Proposal;

End Users means the Company's employees who actively use the supported operating systems and software applications as a normal part of their duties. This does not extend to customers of the Company;

End User Support Services means the provision of remote technical support by the Supplier to the Company's End Users with their use of the operating systems and software applications installed on their device, limited to the types defined in this Services Schedule;

Extended Waking Hours means standard daytime operating hours between 7:00 am and 10:00 pm on any day of the year except 25th December;

Response Times means those response times identified as such in paragraphs 3.1 and 3.2 for the Supplier to respond to a ticket logged by the Company;

Service Hours means the hours identified in the tables set out in paragraphs 3.1 and 3.2;

Service Severity means the following priority levels as set out below:

Priority 1 Catastrophic business disruption, system or systems failure which is stopping the business from operating.

Priority 2 Severe business disruption or user critical issue, a critical user or group of users is unable to operate, or one or more critical system failures, or a critical system component has failed or is severely impaired but not impacting the business from operating.

Priority 3 Business disruption or multiple user issue, multiple users are experiencing an impacting issue, or a significant reduction in system performance.

Priority 4 Minor business disruption or user issue, a single user is unable to complete a task, or non-critical system is unable to operate or is degraded.

Priority 5 Job or Task, a request to undertake a defined job or task.

Supplier means NP Projects Ltd;

Waking Hours means standard daytime operating hours between 8:30 am and 5:00 pm on a Business Day;

2 Service Scope and Description

- 2.1 This End User Support Service is provided to the Company for so long as the Agreement remains in force in accordance with the terms of the Agreement and the Supplier's Acceptable Use, security and access policies and procedures.
- 2.2 The provision of the End User Support Service is subject to payment by the Company of the Supplier's Charges for installation and support services, as set out in the IT Support Proposal or as subsequently agreed between the parties from time to time.
- 2.3 The provision of the End User Support Service is subject to the Supplier delivering an 'audit and onboarding service' which will determine any remedial actions which would need to be addressed prior to the End User Support Services going live. Any remedial actions will be discussed with the Company, and where the Supplier is required to undertake additional works as a result of the audit and onboarding service the Supplier will be entitled (in its sole discretion) to charge the Company. The audit and onboarding is included in the Charges listed in the IT Support Proposal.
- 2.4 The IT Support Proposal will specify the type of service being provided to the Company, including:
- (a) NP Support; - (formerly Plan 1 & 2)
 - (b) NP Standard; - (formerly Business)
 - (c) NP Cloud; - (formerly Business Pro)
 - (d) NP Cloud Pro;
 - (e) NP Escalation;
 - (f) OOH P1 – Named User;
 - (g) NP Server Support; - (formerly NP Infrastructure Support)
- 2.5 The Supplier will:
- (a) where 'NP Support' is specified in the IT Support Proposal:
 - (i) provide the Company with remote desktop support within Waking Hours, as set out in the IT Support Proposal;
 - (ii) provide the Company with telephone access to the Supplier's service desk within Waking Hours, as set out in the IT Support Proposal; and
 - (iii) perform logging, recording and basic diagnosis of all reported incidents; and
 - (iv) perform incident and request management within the agreed Response Times as detailed below in paragraph 3.1, subject to Acceptable Use Levels
 - (v) Managed patching up to two devices per user, apply to available operating system and software updates on a schedule selected by the Supplier.
 - (vi) Managed Antivirus up to two devices per user, apply to available operating system on a schedule selected by the Supplier.
 - (b) where 'NP Standard' is specified in the IT Support Proposal:
 - (i) provide the services listed in paragraph (a); and
 - (ii) Microsoft 365 Standard License

- (c) where 'NP Cloud' is specified in the IT Support Proposal:
 - (i) provide the services listed in paragraph (a); and
 - (ii) provide a Response Time as detailed below in paragraph 3.2, subject to Acceptable Use Levels
 - (iii) Microsoft 365 Premium License
 - (iv) Cloud to Cloud Backup for Microsoft 365 email accounts, SharePoint, OneDrive and Teams. (excluding shared mailboxes and Groups)
- (d) where 'NP Cloud Pro' is specified in the IT Support Proposal:
 - (i) provide the services listed in paragraph (a); and
 - (ii) provide a Response Time as detailed below in paragraph 3.2, subject to Acceptable Use Levels
 - (iii) Microsoft 365 E5 License
 - (iv) Cloud to Cloud Backup for Microsoft 365 email accounts, SharePoint, OneDrive and Teams. (excluding shared mailboxes and Groups)
- (e) where 'NP Escalation' is specified in the IT Support Proposal:
 - (i) provide the Company's IT Staff with remote desktop support within Waking Hours, as specified in the IT Support Proposal, subject to the acceptable use policy;
 - (ii) provide the Company's IT Staff with telephone access to the Supplier's service desk within Waking Hours, as specified in the IT Support Proposal; and
 - (iii) manage all incidents within the agreed Response Times as detailed below in paragraph 3.1, and subject to
 - (A) Acceptable Use Levels
 - (B) a detailed description of the issue being provided including the effected devices and or users
 - (C) evidence detailing the steps taken to troubleshoot the issue, where such evidence is not provided the Supplier would undertake the initial troubleshoot as a chargeable activity or reject the incident.
- (f) where 'OOH P1 – Named User' is specified in the IT Support Proposal the Supplier will:
 - (i) provide a Response Time for the Named OOH P1 users outside of Waking Hours but within Extended Waking Hours, subject to Acceptable Use Levels
- (g) where 'NP Server Support' is specified in the IT Support Proposal the Supplier will:
 - (i) provide the Company with remote server support within Waking Hours, as set out in the IT Support Proposal;
 - (ii) provide the Company with telephone access to the Supplier's service desk within Waking Hours, as set out in the IT Support Proposal; and
 - (iii) perform logging, recording and basic diagnosis of all reported incidents; and
 - (iv) perform incident and request management within the agreed Response Times as detailed below in paragraph 3.2, subject to Acceptable Use Levels

- (v) Managed patching, apply to available operating system and software updates on a schedule selected by the Supplier.
- (vi) Managed Antivirus, apply to available operating system on a schedule selected by the Supplier.
- (vii) On-site Back-up;
 - (A) software for your servers is provided at no additional cost to customers subscribing to “NP Server Support”. Customers will need to provide or purchase a suitable backup drive for each device to be backed up.
 - (B) as standard we will back-up your device once a day for 30-days rolling.
 - (C) Off-site ‘Cloud back-up’ can be provided at an additional cost.
- (h) Equipment Repairs and Faults
 - (i) the Services to be provided to the Company consists of corrective maintenance in respect of faulty materials in relation to the equipment and includes all repairs which may be reasonably necessary including the fitting of replacement parts. The replacement parts will be charged to the customer at the Supplier’s prevailing rate. Those replacement parts may be refurbished or reconditioned parts. An engineer will attend the Site Address within the times specified in the Schedules Any fix time specified will mean the time that an engineer arrives at the Site Address and is based on a clearly identifiable hardware failure and replacement parts being available. For all unidentifiable faults that require further diagnostics the Service Level automatically becomes a Response. All software, firmware, and configuration related incidents are exempt from this Service Level. When replacement parts are fitted the parts removed shall immediately become the property of the Customer. The Supplier reserves the right to use equipment of a similar or higher specification if exact spares are unavailable for any reason.
 - (ii) Any replacement parts will be charged to the Customer at the Suppliers prevailing rates, unless covered by third party warranties.
 - (iii) Any repair and/or replacement of consumable items, as defined in paragraph 6, are excluded from the Services and will be subject to additional charges at the Suppliers prevailing rates.
 - (iv) where repairs cannot be effectively conducted at the Site Address, the Supplier reserves the right to remove the equipment from the Site Address back to the Suppliers premises to complete the repair. This will carried out by the On-site engineer or by specialist courier service provided by the Supplier.
 - (v) if loan equipment is installed, the Supplier reserves the right charge for the loan equipment at the Suppliers prevailing rates.
 - (vi) The Company agrees that the Supplier will be entitled to charge the Company any additional charges, at its prevailing rates, for time which in the reasonable opinion of the Company it spends in relation to or on account of any of the following, unless these Services are included as part of other Services provided by the Supplier:
 - (A) data restoration and/or re-establishment;
 - (B) installation and configuration of software on new or replacement hardware or devices;
 - (C) training;

- (D) upgrades and/or updates of any kind;
 - (E) unauthorized use of the software;
 - (F) inadequate back-up procedures;
 - (G) providing Services to the Company in circumstances where any reasonably skilled and competent system administrator would have judged the Company's request to have been unnecessary;
 - (H) providing the Services to the Company where such support would in the Supplier's reasonable opinion have been unnecessary if the Company had implemented and installed any Update(s) supplied or offered to the Company;
 - (I) providing the Services outside the Coverage Hours; or
 - (J) providing any other Services not covered herein.
- (vii) Data or configuration file restorations of software, firmware, operating system, application do not constitute part of the Service Level. Reasonable endeavors will be made to restore any software, firmware, operating system, applications, assuming that they have been made accessible and available to the Supplier.
- (viii) the Company will take care of the Equipment and will operate it in a suitable environment as recommended by the manufacturers of the Equipment.
- (ix) the Company will operate the Equipment with a suitable stable power supply free from surges and fluctuations as recommended by the manufacturers of the Equipment.
- (x) no alterations shall be made to or parts fitted or adjustments made or repairs carried out to any parts of the Equipment except without prior notification to the Supplier and assurances that the alterations will be compliant with manufacturer guide lines. Consequence for non-conformity will be that the item is excluded from the agreement with no refund.
- (i) End User Support Services the following operating systems and software applications are supported:
- (i) Microsoft Windows versions that are in mainstream support from Microsoft;
 - (ii) Microsoft Office Desktop applications versions that are in mainstream support from Microsoft. The Supplier use its reasonable endeavors to provide assistance with the usage of these applications but cannot offer fully comprehensive application support, for example debugging vba code, or supporting the use of complex excel functions; and
 - (iii) Office 365 Services as follows (noting that the Company may not possess all of these components as part of their Office 365 license):
 - (A) Email and Calendar;
 - (B) OneDrive for Business;
 - (C) Teams (support limited to resolving issues of service availability);
 - (D) SharePoint (support limited to resolving issues of service availability);
 - (E) Yammer (support limited to resolving issues of service availability);
 - (F) Office Online Applications (Word, OneNote, PowerPoint, and Excel running from a browser, support limited to resolving issues of service availability);
 - (G) Planner (support limited to resolving issues of service availability);
 - (H) Sway (support limited to resolving issues of service availability);
 - (I) Delve (support limited to resolving issues of service availability);

- (J) Rights Management Services (support limited to resolving issues of service availability);
and
 - (K) Voicemail integration with Exchange Online (only where the Supplier also manages all components of the Voicemail and Exchange services);
- (j) resolve simple, known or fully documented technical incidents and problems; and
- (k) manage internal or external escalation of complex issues with the relevant vendors.

2.6 The Supplier will not:

- (a) manage or support any of the Company's applications that are not specifically listed in this Service Schedule or specified in the IT Support Proposal;
- (b) support any peripheral devices such as (but not limited to) printers, headsets, and external storage devices;
- (c) support third party tools or environments, other than those specifically stated in this Service Schedule or specified in the IT Support Proposal;
- (d) provide any change management, any change will be managed through a defined and chargeable project;
- (e) provide installation and associated configuration and migration or data transformation work for any applications. Where a supported application may require re-installation the Supplier will use reasonable endeavors to re-install the licensed software, provided the Company can provide the licensed software and the Supplier can gain remote access with the required privileges to the Company's device;
- (f) provide training to the Company on the functionality and use of any supported operating systems or applications, unless specified in the IT Support Proposal.
- (g) provide any other activity or service that is not set out in this Services Schedule.
- (h) provide remedial services to restore, repair or perform any activities to deal with any cyber-attack including but not limited to a virus attack, a phishing attack, or a crypto lock attack. Where the Company requests the Supplier to undertake any remedial services the Supplier reserves the right to charge the Company at the Suppliers prevailing rates or at a rate previously agreed.

2.7 The Company will:

- (a) take responsibility for carrying out all deployment, configuration, and management of services not provided by the Supplier. The Supplier may take on these tasks at an additional cost to the Company or bespoke professional services engagements, outside the scope of this End User Support Service;
- (b) be responsible for ensuring that any data provided by the Company and that is hosted on devices that are either supplied or supported by the Supplier will not be in breach of any Law or contractual obligation of the Company; and
- (c) ensure appropriate connectivity is provided and maintained (unless the Supplier is providing these connectivity services) to ensure the Supplier has access to provide the End User Support Services.

3 Response Times

3.1 The Supplier will use its reasonable endeavors to deliver the following Response Times for the 'NP Support', 'NP Standard' and 'NP Escalation' services.

Service Severity	Service Hours	Response Times
Priority 1	Waking Hours	Remote: within 90 minutes On-site: within 4 Hours
Priority 1 (OOH P1 – Named User)	Within Extended Hours	Remote: within 90 minutes On-site: within 4 Hours
Priority 2	Waking Hours	Remote: within 2 hours On-site: within 4 Hours
Priority 3 or 4	Waking Hours	Remote: within 4 hours On-site: within 8 hours
Priority 5	Waking Hours	Remote: within 8 hours On-site: within 16 Hours

- a. Where a ticket is logged by the Company outside of the defined Service Hours the Response Time shall apply from the start of the Service Hours of the next Business Day.
- b. Where a ticket is logged during the Service Hours the clock shall not continue outside of the Service Hours, and shall resume during the Service hours of the next Business Day.
- c. Where On-site Support is required, the Supplier will determine when a Remote event becomes an On-site event and will adjust the response time accordingly.
- d. Where the Supplier does not resolve or provide a temporary work around for a Priority 1 event within 10 Business Days the event will be classified as a Business Critical Service Failure, save where
 - i. any part of the Service is provided by a third party and the third party is deemed by the Supplier to either wholly or partially be responsible for the Priority 1 event, or
 - ii. the Company is deemed by the Supplier to either wholly or partially be responsible for the Priority 1 event, or
 - iii. the Company has exceeded any Acceptable Use Levels or the Acceptable Use policy, or
 - iv. where the Service that is affected by the event is not fit for purpose, out of support or end of life, and that the Supplier has previously informed the Company.

3.2 The Supplier will use its reasonable endeavors to deliver the following Response Times for the 'NP Cloud', 'NP Cloud Pro' and 'NP Server Support' service.

Service Severity	Service Hours	Response Times
Priority 1	Waking Hours	Remote: within 60 minutes On-site: within 4 Hours
Priority 1 (OOH P1 – Named User)	Within Extended Hours	Remote: within 90 minutes On-site: within 4 Hours
Priority 2	Waking Hours	Remote: within 1 hours On-site: within 4 Hours
Priority 3 or 4	Waking Hours	Remote: within 2 hours On-site: within 8 hours
Priority 5	Waking Hours	Remote: within 4 hours On-site: within 16 Hours

- a. Where a ticket is logged by the Company outside of the defined Service Hours the Response Time shall apply from the start of the Service Hours of the next Business Day.
- b. Where a ticket is logged during the Service Hours the clock shall not continue outside of the Service Hours, and shall resume during the Service hours of the next Business Day.
- c. Where On-site Support is required, The Supplier will determine when a Remote event becomes an On-site event and will adjust the response time accordingly.
- d. Where the Supplier does not resolve or provide a temporary work around for a Priority 1 event within 10 Business Days the event will be classified as a Business Critical Service Failure, save where
 - i. any part of the Service is provided by a third party and the third party is deemed by the Supplier to either wholly or partially be responsible for the Priority 1 event, or
 - ii. the Company is deemed by the Supplier to either wholly or partially be responsible for the Priority 1 event, or
 - iii. the Company has exceeded any Acceptable Use Levels or the Acceptable Use policy, or
 - iv. where the Service that is affected by the event is not fit for purpose, out of support or end of life, and that the Supplier has previously informed the Company.

4 Acceptable use

- 4.1 The End User Support Services provided by the Supplier are subject to the Acceptable Use Levels. In the event the Customer requests End User Support Services in excess of the Acceptable Use Levels such End User Support Services will be supplied at an additional cost to the Company (at the Supplier's sole discretion).
- 4.2 The Acceptable Use Levels for the 'NP Support', 'NP Standard', 'NP Cloud', 'NP Cloud Pro', 'NP Escalation', 'OOH P1 – Named User' and 'NP Server Support' services are set out in the table below.

Service	Acceptable Use Levels
NP Support NP Standard	1.7 average tickets per user per month
NP Cloud NP Cloud Pro	1.7 average tickets per user per month
NP Escalation	2 hours support time per month. Unused time does not roll over to next month
OOH P1 - Named user	1 hours support time per month. Unused time does not roll over to next month
NP Server Support	1.5 hours support time per month. Unused time does not roll over to next month

5 Planned Maintenance

- 5.1 Save for a Force Majeure Event or in the case of an emergency, where the Supplier considers (in its sole discretion) that it is necessary to carry out planned maintenance activities that will affect or can reasonably be expected to affect the Company's operations, the Supplier shall notify the Company at least 48 hours in advance of the commencement of the planned maintenance detailing the nature of such maintenance to be carried out and the timetable for completion. Planned maintenance will be carried out in accordance with the Supplier's standard procedures which are available upon request by the Company. In the case of an Event of Force Majeure or an emergency, no advance notice is required.

5.2 During the period of any planned maintenance as detailed in paragraph 5.1, the Response Times will not apply.

6 Consumables

6.1 The following items are classes as consumables

- drum cartridge
- ribbons
- toner cartridge
- paper
- collector units / bottles
- paper separator belt
- maintenance kits
- ozone filters
- developer kits

- print heads
- fuser units
- print wheels
- ink bottles / ink
- ribbon Masks
- transfer Belts
- print shields
- ink cartridges
- print bands

- replace Batteries with Batteries and Standby Power Supplies containing Batteries
- cathode ray tubes
- laptop or Notebook screens and hinges
- all cables of any type
- server storage, tape, and backup drives
- screws, fittings, and brackets
- monitors, displays or VDU's

- all peripherals - A peripheral is a device attached to a host computer behind the chipset whose primary functionality is dependent upon the host, and can therefore be considered as expanding the hosts capabilities, while not forming part of the system's core architecture

- terminal / PC accessories such as: screen filters, mouse mats, holsters, monitor arms.

Helpline Support

Services; Telephone Support - 01512577754
Service Hours: Monday to Friday - 08:30hrs to 17:00hrs

Services; Email Support – support@np.technology
Service Hours: Monday to Friday - 08:30hrs to 17:00hrs

Services; OOH P1 Named User – 01512577754
Service Hours: 7 Days a week – 07:00hrs to 22:00hrs