

RECITALS:

NCI has agreed to provide the Customer certain services and or software which are subject to the terms and conditions set out in this Agreement. This contract relates to all of NCI's managed services, including but not limited to: data connections, firewalls, line rental, sip trunks, backup, voice services, phone systems.

IT IS AGREED as follows:

1 Definitions - In this Agreement, unless inconsistent with the context or otherwise specified the following definitions will apply: *'Commencement Date'* - The date from which the Services will begin, this shall be the agreed date that NCI or one of our partners activate or start the provision of service. *'Control'* - Means a change of control of the Customer in accordance with the income and Corporation Taxes Act 1988 section 416 and controlling" and Controlled" shall be constructed accordingly. *'Error'* -Any failure of the System. *'Excluded Services'* - Those services set listed as excluded in your quotation *'Support Fee'* - The fee for the Services to be provided under this Agreement and specified in the quotation. *'Services'* - The Services to be provided by NCI or one of it's partners as set out in the quotation. *'System'* - The customer's PC's server's, IT network and all related devices and software.

2 Interpretation

2.1 In this Agreement unless the context otherwise requires:

- Words importing any gender include every gender;
- Words importing the singular number include the plural number and vice versa.
- Words importing persons include firms, companies and corporations and vice versa;
- References to numbered clauses and scheduled are references to the relevant clause In or schedule of this Agreement;
- Reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
- Headings to the clauses, schedules and paragraphs of this Agreement will not affect the interpretation;
- Any reference to an enactment includes reference to that enactment as amended or replaced from time to time end to any subordinate legislation or bylaw made under that enactment;
- Any obligation or any party not to do or omit to do anything is to Include an obligation not to allow that thing to be done or omitted to be done respectively;
- Any party who agrees to do something will be deemed to fulfil that obligation if that party procures that it is done.

2.2 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any quotation, Schedule, the provision in the body of this Agreement shall take precedence.

3 Term

- 3.1. The Services shall commence on the Commencement Date and shall continue for a period of 36 months (the "Initial Period).
- 3.2. If the Customer wishes to terminate this Agreement at the end of the Initial Period, it must give at least 90 days' notice of Its intention to terminate such notice expiring on the last day of the initial period.
- 3.3. If the customer does not give notice in accordance with Clause 3.2 this Agreement shall renew for a further 12-month period, every year on the anniversary of the Commencement Date (the "Extended Periods").
- 3.4. If the Customer wishes to terminate this Agreement on the anniversary, of an Extended Period, it must give at least 90 days'

notice of its intention to terminate such notice expiring on the last day of that Period.

4 Payment

- 4.1. The Customer shall pay the Support Fee and Monthly/Yearly Agreements in advance via direct debit. No support shall be provided until payment has been received by NCI.
- 4.2. Any invoices payable by the Customer in addition to items contained in Clause 4.1 shall be paid within 30 days of the invoice date.
- 4.3. Monthly Agreements billable on a User, Gigabyte, Resource or Device basis will be re-calculated each month.
- 4.4. For Monthly Services that do not include unlimited support hours such as Pro Support – Protect or support provided outside the contract, NCI will bill each support case as a minimum of 15 minutes with a 15-minute rounding upwards thereafter.
- 4.5. For support cases that have been caused by a customer changing a configuration or hardware without notifying NCI and receiving our approval, NCI reserve the right to bill for all of the time and travel involved to rectify the issue.
- 4.6. The Support Fee and other charges payable under this Agreement are exclusive of VAT, which shall be payable by the Customer at the prevailing rate for their location.
- 4.7. NCI reserve the right to charge interest on overdue invoices at an annual statutory interest rate of 8% above the base rate of the Bank of England, calculated from the date when payment of the invoice becomes due for payment up to and including date of actual payment, whether before or after judgment.
- 4.8. Should the Customer at any time attempt to cancel this contract or breach any of the provisions thereof, then the full amount outstanding in terms of the full contract term will become immediately due and payable.
- 4.9. Where there is a change of Control and this Agreement is terminated, including in accordance with Clause 12.5, the whole of the Support Fee shall become immediately due and payable by the Customer.

5 Services

- 5.1. During the continuance of this Agreement, NCI shall provide the Customer with the Services set out in our quotation along with any other services agreed between NCI and the Customer.
- 5.2. Support will be provided between the hours of 9.00 am - 5.30 pm Monday through Friday, excluding public holidays Extended services performed outside of the hours of 9:00 am – 5.30 pm Monday through Friday, and on public holidays, shall be deemed chargeable unless otherwise stated or defined as part of another contract.

6 Excluded Services

- 6.1. Project work including but not limited to installation and configuration of additional equipment, installation and configuration of equipment provided by a third party, upgrading current equipment, major network reconfiguration, office relocation, hardware costs of any kind, repairing-faults caused by accidental damage, third party data recovery, test data recoveries, and training at NCI's standard hourly rate. Any Project work and additions will be quoted for upfront.
- 6.2. Equipment installed by a third party during the Term may incur additional Support Fees, you must ensure NCI are informed of any new equipment in order to avoid equipment that is unsupported by NCI.
- 6.3. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors are outside of our

control and may incur additional cost.

7 Warranty

- 7.1. NCI warrants to the customer that Services will be carried out with all reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.
- 7.2. Certain Errors maybe unfixable such as software bugs, third party failings and design flaws therefore NCI does not warrant that all Errors can be and will be corrected however NCI shall always use its utmost capability and influence to correct Errors.

8 Liability

- 8.1. NCI shall indemnify the Customer for personal injury caused by the negligence of NCI's employees in connection with the performance of their duties under this Agreement.
- 8.2. NCI will indemnify the Customer for direct damage to tangible property caused by the negligence of NCI's employees in connection with the performance of their duties under this Agreement. NCI's total liability under this Clause shall be limited to the Support Fee payable during the Initial Period or the Second Period or any extended periods for any one event or series of connected events.
- 8.3. Save in respect of claims for death or personal injury arising from NCI's negligence, in no event will NCI be liable for any damages resulting from loss of data or use, loss of profits, loss of anticipated savings, nor for any damages that are an Indirect or secondary, consequence of any act or omission of NCI, whether such damages were reasonably foreseeable or actually foreseen.
- 8.4. The parties acknowledge and agree that the limitations contained in this clause 8 are reasonable in the light of all the circumstances.

9 Customer's obligations - The customer Shall;

- 9.1. by arrangement, grant access to premises and/or the System at all times for Services; make the System accessible to NCI's support staff and when required enable logons or passwords required for such support staff and provide notice of intention to change the System or any part thereof;
- 9.2. Ensure an appropriate data backup system is maintained by the Customer unless otherwise contracted to a system wide offsite managed backup service through NCI. The customer is responsible for but not limited to, backup testing, media rotation such as changing external drives, maintaining an offsite copy and alerting us of problems such as failed backups.
- 9.3. The Customer shall provide NCI with reasonable direct and remote access to the Customer's Equipment and shall provide such reasonable assistance as NCI may request including, but not limited to, providing sample output and other requested diagnostic information including undertaking simple tasks such as checking cables and status lights.
- 9.4. During this Agreement and for a period of 12 months after termination, the Customer shall not employ or seek to employ any member of NCI's staff who has provided Services to the Customer in the period 12 month immediately prior to termination of this Agreement.
- 9.5. ensure that any issues which may affect the relationship between the customer and NCI are emailed to complaints@ncitech.co.uk or communicated in writing to a company director which ever shall be more appropriate.

10 Confidential Information

- 10.1. Each party undertakes to treat as confidential and keep secret the

payment terms of this Agreement and all information contained or embodied in NCI's quotation and all documentation and/or Information conveyed to each other in respect of the Services (collectively referred to as "the information").

- 10.2. Neither party shall without the prior written consent of the other divulge any part of the information to any person except:
 - their own employees and then only to those employees who need to know the same;
 - their own auditors, an officer of Her Majesty's Revenue and Customs and any other persons or bodies have a right, duty or obligation to know the business of either party, and then only in pursuance of such right, duty or obligation.
- 10.3. Both parties will ensure that persons and bodies mentioned in Clause 10.2 are made aware, before the disclosure of any part of the Information, that the same is confidential and that they own duty of confidence to the other party. Each party shall indemnify the other against loss or damage which the other may sustain or incur as a result of the party in default: failing to comply with this Clause.
- 10.4. Each party shall notify the other if it becomes aware of any breach of confidence by any person to whom it has divulged all or any part of the Information and shall provide the other party reasonable assistance in connection with any proceedings which it may initiate against such person for breach of confidence.
- 10.5. The foregoing obligations as to confidentiality shall remain in full force and effect not withstanding any termination of this Agreement.

11 Security and Control

- 11.1. The Customer shall during the continuance of this Agreement
 - effect and maintain adequate security measures to safeguard the service from access or abuse by any unauthorized person; and
 - retain the service under its effective control.

12 Termination

- 12.1. The Customer may terminate this Agreement in accordance with Clause 3.
- 12.2. Either party may terminate this Agreement forthwith on giving notice in writing to the other if;
- 12.3. the other party commits any serious breach of any term of this Agreement and on the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing to do so, to remedy the breach (such request to contain a warning of intention to terminate); and/or
- 12.4. the other party shall have a receiver or administrator appointed over any or all of its assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration or if it enters into any voluntary arrangement with its creditors or if it ceases or threatens to cease to *carry on* business.
- 12.5. NCI may terminate this Agreement forthwith on giving notice in writing to the customer if:
 - the Customer fails to pay the Support Fee or any sum due under this Agreement and such sum remains unpaid after written notice from NCI requiring such sum to be paid;
 - There is a change of Control.
- 12.6. Any termination of this Agreement howsoever occasioned shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination.
- 12.7. NCI has the right to meet with the Customer if the Customer wishes to terminate the agreement in accordance with Clause 3 or 12.

13 Customer's confidential information

- 13.1. NCI shall be entitled to identify the Customer as a customer in its publicity materials subject to Customer's prior approval of each publicity document.
- 13.2. Subject to clause 13.1 above, NCI shall treat as confidential all information supplied by the Customer under this Agreement which is designated as confidential by the Customer or which is by its nature clearly confidential, provided that this clause shall not extend to any information which was rightly in possession of NCI prior to the commencement of the negotiations leading to this Agreement, or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause).
- 13.3. NCI shall not divulge any confidential information to any person except to those employees who need to know the same. NCI shall ensure that its employees are aware of and comply with the provisions of this Clause. The foregoing obligations shall survive any termination of this Agreement.

14 Data Protection

- 14.1. The Parties undertake to comply with the provisions of the Data Protection Act 2018 and any related legislation in so far as the same relates to the provisions of this Agreement.
- 14.2. Full details of the data NCI collect and how it is used is available in our Data Privacy Policy which is available by request and published on our web site at https://www.ncitech.co.uk/media/2_1215_Original_NCI_Data_Privacy_Policy_b15945.pdf

15 Assignment

- 15.1. This Agreement may be assigned by either party with the prior written approval of the other party, such consent not be unreasonably withheld.

16 Entire Agreement

- 16.1. This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire Agreement between the parties relating to the subject matter of this Agreement. However, the obligations of the parties under any pre-existing non-disclosure Agreement shall remain in full force and effect in so far as there is no conflict between the same. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

17 Force Majeure

- 17.1. Notwithstanding anything else contained in this Agreement neither party shall be liable for any delay in performing its obligations under this Agreement if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by any act or omission of the other party) provided however that any delay by a sub-contractor or supplier of the parties so delaying shall not relieve the party from liability for delay except where such delay is beyond the reasonable control of the sub-contractor or supplier concerned. Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the said circumstances persist, and such party shall be granted an extension of time for performance equal to the period of the delay save where such delay is caused by the act or omission of the other party (in which events the rights, remedies and liabilities' of the parties shall be those conferred and imposed by the other terms of this Agreement and by law):
- 17.2. Any costs arising from such delay shall be borne by the party incurring the same;
- 17.3. Either party may, if such delay continues for more than twelve weeks, terminate this Agreement forth with giving notice in writing to the other by reason of such termination.

18 Notices

- 18.1. All notices under this Agreement shall be in writing.
- 18.2. Notices shall be deemed to have been duly given when delivered, if delivered by courier or registered mail during normal business hours of the recipient and addressed to the most recent address notified to the other party.
- 18.3. Notices delivered by email must be sent to sales@ncitech.co.uk and as such you will receive an automated email reply and a unique ticket number which is your proof of delivery and our receipt of your notice. If you do not receive such automated reply and ticket number your notice shall not be deemed as delivered. Delivery of notices by email is open to delivery errors, failures and filtering and if there is any doubt or concern you must request from us a confirmation of receipt of your notice.

19 Severance

- 19.1. If any provision of this Agreement is judged by a Court to be unlawful, void or unenforceable the provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

20 Successors and Assignees

- 20.1. This Agreement shall be binding upon and inure for the benefit of the parties and their respective successors and permitted Assignees and references to a party in this Agreement shall include its successors permitted assignees.
- 20.2. In this Agreement references to a party include references to a person:
- 20.3. who is for the time being entitled (by assignment novation or otherwise) to that party's rights under this Agreement (or any interest in those rights); or
- 20.4. who as administrator, liquidator or otherwise is entitled to exercise those rights; and
- 20.5. in particular those references include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstructions or any other re-organization involving that party. For this purpose, reference to a party's rights under this Agreement include any similar rights to which another person becomes entitled as a result of a novation of this Agreement.

21 Waiver

- 21.1. No delay, neglect or forbearance on the part of either party in enforcing against the other party in any term or condition of this Agreement shall either be or deemed to be a waiver will in anyway prejudice any right of that party under this Agreement. No right, power or remedy in the Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

22 Costs and expenses

- 22.1. Each party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation and registration (if applicable) of this Agreement.

23 Dispute Resolution

- 23.1. If any dispute arises in connection with this Contract, the senior

representatives of the parties with authority to settle the dispute will, within 30 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

- 23.2. If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR notice) to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice.
- 23.3. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.”

24 Limitations of Technology

- 24.1. The Client acknowledges that technologies are not universally compatible, and that there may be particular services or devices that NCI may be unable to monitor, manage, or patch. NCI agrees to inform The Client when such situation exists. The Client agrees to correct the situation if applicable, and to hold NCI harmless in any case.
- 24.2. Because there are risks associated with applying and failing to apply patches, NCI constantly reviews and updates our best practices based on the relative threats to patch delivery timing. Every effort is made to balance the reduction of vulnerabilities with the slight destabilization risk associated with applying new patches to otherwise stable systems. Patch definitions and antivirus definitions are distributed by their respective software vendors, and as such, NCI has no direct control over the effectiveness or lack thereof of the software being applied. NCI shall not be held responsible for interruptions in service due to patches released by software vendors, NCI will assist in rectifying such problems as soon as we are aware of them.

25 Third party rights

- 25.1. This Agreement is made for the benefit of the parties and their successors and permitted assigns and is not intended to benefit or be enforceable by anyone else.
- 25.2. The right of the parties to terminate rescind or agree any amendment, variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to the Agreement.