

1. Terms of Agreement

- 1.1. This document and your related quotation or proposal make up the full contractual terms of agreement. The terms and conditions in this document apply to all technical support contracts delivered by NCI, this includes ProSupport and all Legacy Contracts, Bronze, Silver, Gold and Platinum.
- 1.2. This agreement is between the Client, and NCI Technologies Ltd. – company no: 503361 hereinafter referred to as NCI and is effective upon the date signed. The contract shall remain in force for the initial term and auto renew as set out in clause 1.4 below.
- 1.3. The initial term is 12 months unless otherwise stated on your quotation or proposal. The initial period start date shall be the date on which services commenced or goods were installed. With regard to support contracts the start date will be the date from which invoicing commenced.
- 1.4. Please be aware that unless you cancel the contract in accordance with clause 2 below the contract will automatically renew every year on the anniversary of the contract start date for a successive 12 months.

2. Termination

- 2.1. You are entitled to cancel the contract by submitting a cancellation request to our accounts team either in writing or by email to accounts@ncitech.co.uk no less than 60 days prior to the annual anniversary date of the contract start date.
- 2.2. Either party may terminate if the other: 1) commits a persistent breach of this Agreement and fails to remedy this within 30 days of written notice from the other; or 2) becomes insolvent and are unable to pay debts as they fall due.
- 2.3. This Agreement may also be terminated by either Party if either party:
 - 2.3.1. Fails to fulfil in any material respect its obligations under this Agreement and does not rectify such failure within 30 days of receipt of such written notice;
 - 2.3.2. Breaches any material term or condition of this Agreement and fails to remedy such breach within 30 days of receipt of such written notice;
 - 2.3.3. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- 2.4. If either party cancels or terminates this Agreement, NCI will assist Client in the orderly termination of services. When transferring to another provider it is the clients' responsibility to ensure the new provider takes responsibility to transfer the relevant services. NCI agree to assist the client or new provider when requested and the Client agrees to pay NCI the actual costs of rendering such assistance. NCI shall: On request by the Client, continue to provide the services for an agreed term after termination of this agreement upon the same payment terms if, in the opinion of the Client, such continuation is required in order to allow for the orderly transfer of the services to the Client or replacement provider; and promptly and fully answer all reasonable questions about the services which may be asked by the Client for the purpose of adequately understanding the manner in which the services have been provided.
- 2.5. NCI Technologies may terminate this Agreement with written notice if you: 1) fail to pay on time and within 7 days of written notice.

3. Fees and Payment Schedule

- 3.1. Fees will be invoiced to Client on a Monthly basis in advance, and will become due and payable on the first day of each month. Fees for monthly services such as contracts, broadband and other recurring services are payable by direct debit unless otherwise agreed between the client and NCI. NCI reserves the right to suspend services if payment is not received within 30 days following invoice date. Exchange rates, duties, insurance, freight and purchase costs (incl. for components & services) may cause NCI Technologies to adjust prices. Payment will be made before supply or service or, if agreed, within 30 days of the invoice date. NCI Technologies may suspend deliveries or service until full payment. If payment is late, NCI reserve the right to add 3% interest above the base rate on the late amount and the costs of recovery shall be payable by the client.
- 3.2. It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement and its related quotation or proposal will be considered Projects, and will be quoted and billed as separate individual services.

4. VAT

- 4.1. It is understood standard rate VAT shall be added to each invoice for services or materials rendered under this Agreement.

5. Support Cover

- 5.1. Remote Helpdesk and Management of Client's IT networks will be provided to the Client by NCI through secure remote means between the hours of 9.00 am - 5.30 pm Monday through Friday, excluding public holidays. Network Monitoring Services will be provided 24/7/365. Customers requiring support outside these hours will need to meet the requirements set out in our [document reference number TS-03](#) and make prior arrangements through a member of NCI's sales team.
- 5.2. Hardware costs of any kind are not covered under the terms of this Agreement.

6. Service outside normal working hours

- 6.1. Extended services performed outside of the hours of 9:00 am – 5.30 pm Monday through Friday, on public holidays, shall be deemed chargeable unless otherwise stated or defined as part of your contract.

7. Contacting the help desk

- 7.1. The methods below can each be used to log a support ticket with NCI and have been listed in order of preference. Tickets created by electronic means such as the web portal and email connector are the quickest methods of getting a ticket into our help desk software.
- 7.2. **Client Portal:** Go to: <http://clientportal.ncitech.co.uk> and logon with your email address and registered password:
- 7.3. Ticket is immediately created in our help desk system and alerted to the support team on alert screens within the support department.
- 7.4. **Email:** Send an email to help@ncitech.co.uk include a summary in the subject and as much detail as you can in the email body.
- 7.5. Ticket is automatically created in our help desk within 5 minutes, you will receive a confirmation when the ticket is created. Ticket is alerted to the support team on alert screens within the support department.
- 7.6. **Telephone:** Call **01326 379 497** and press option 2 for support
- 7.7. Ticket is manually typed into the help desk system by a support engineer. Ticket is alerted to the support team on alert screens within the support department.

8. Service calls where no trouble is found

- 8.1. If Client requests onsite service and no problems can be found or reproduced, NCI reserves the right to bill the client at the current applicable rate as set out in document reference number **TS-04**. Each case will be handled on its own merits and NCI only intend to bill the client in situations where NCI have been misled or demands have been unreasonable.

9. Unsatisfactory or delayed service

- 9.1. If you (the client) are not satisfied with the service provided or if a support ticket is on-going and causing concern, the client must inform a member of the NCI board of directors either in writing or by email to directors@ncitech.co.uk. A member of the NCI board of directors will respond to the request within 2 working days and make every attempt to resolve the issue in the shortest possible time.

10. Default & excusable delays

- 10.1. NCI shall not, be liable for damages occasioned by delays due to causes beyond NCI's control and without its fault or negligence, provided NCI promptly notifies The Client when such a delay becomes apparent. If such a delay is causing the client concern they should contact a member of the NCI board of directors as directed in clause 9.1.

11. Limitation of liability

- 11.1. In no event shall NCI be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

12. Hardware and system support

- 12.1. NCI shall provide support of all hardware and systems specified in the **items table in the main body** of your quotation, provided that all Hardware is covered under a currently active Supplier Warranty Contract; or replaceable parts are readily available. All Software licenses must be Genuine if you are unsure, NCI can assist in ensuring your business is correctly licensed. Systems should be current, licensed and vendor-supported. Should any hardware or systems fail to meet these provisions, NCI have the right to exclude them from this Service Agreement. NCI will always endeavour to make the customer aware of such systems and put forward recommendations to resolve these issues.
- 12.2. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorisation to incur them. NCI shall make best endeavours to inform the client of any systems out of warranty period in order to limit the clients' exposure to prolonged downtime.

13. Virus Recovery for Current, Licensed Antivirus protected systems

- 13.1. Damages caused by, and recovery from, virus infection not detected and quarantined by the latest Antivirus definitions are covered under the terms of this Agreement. This Service is limited to those systems protected with an NCI approved and monitored anti-virus solution. At the time of writing these include, **Eset, Trend and Webroot**. Damage caused due to disabling or removing a supported anti-virus solution will be deemed as chargeable. For non-approved NCI anti-virus solutions, NCI may assist the client to recover the system for a period of up to 30 minutes, for any additional time required to recover the system NCI shall make the client aware of any likely charges.

14. Monitoring Services

- 14.1. NCI will provide on-going monitoring and security updates of all PC's and Servers as indicated in **items table** of your contract quotation. Should a problem be discovered during monitoring, NCI shall make every attempt to rectify the condition according to the service level agreement through remote means and when required a site visit. The client or a 3rd party employed by the client should not disable or uninstall the monitoring agents as this leaves NCI unable to perform our duties under this contract. Disabling or uninstalling the monitoring agents may result in additional downtime, rectifying any issues that occur after such action will incur costs at hour standard hourly rates as set out in document reference number **TS-04**

15. Suitability of Existing Environment - Minimum Standards Required for Services

- 15.1. In order for Client's existing environment to qualify for NCI's Managed Services, the following requirements must be met.
- 15.2. All Servers with Microsoft Windows Operating Systems must be running Windows 2008 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed;

- 15.3. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows Vista or later, and have all of the latest Microsoft Service Packs and Critical Updates installed;
- 15.4. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported;
- 15.5. The environment must have a currently licensed, up-to-date and Vendor or NCI Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email;
- 15.6. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution; that is capable of being adequately monitored, and provides disaster recovery capabilities. Systems without disaster recovery capabilities may still be supported by NCI and are subject to agreement between the client and NCI. Such systems may incur additional downtime and recovery costs in the event of a catastrophic failure or severe data loss.
- 15.7. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet; Additional costs to bring the clients network in line with these standards may be incurred, NCI will outline such costs and assist the client in meeting these standards.

16. Excluded Services

- 16.1. Service rendered under this Agreement does not include:
- 16.2. Parts, equipment or software not covered by vendor/manufacture warranty or support.
- 16.3. The cost of any parts, equipment, or shipping charges of any kind.
- 16.4. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind. Other than anti-virus and anti-spyware software when covering PC's.
- 16.5. The cost of any 3rd Party Vendor or Manufacturer Support or incident Fees of any kind.
- 16.6. The cost to bring Client's environment up to minimum standards required for Services.
- 16.7. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- 16.8. Service and repair made necessary by the alteration or modification of equipment other than that authorized by NCI, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than NCI.
- 16.9. Maintenance of Applications software packages, whether acquired from NCI or any other source unless as specified in the [items table of your quotation](#).
- 16.10. Programming (modification of software code) and program (software) maintenance.
- 16.11. Training Services of any kind.

17. Data Protection

- 17.1. "In this clause, the terms "Personal Data", "Data Controller" and "Data Processor" have the same meaning given in the Data Protection Act 2018. Further information on the data we collect and how it is used can be found in our Data Privacy Policy which is available on request or can be viewed on our website
- 17.2. If any Personal Data is passed to NCI under this Contract then the parties agree that Client is the Data Controller and that NCI is the Data Processor.

NCI shall:
 - 17.2.1. Process the Personal Data only in accordance with instructions from the Client;
 - 17.2.2. Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the services or as is required by Law or any Regulatory Body;
 - 17.2.3. Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing or loss, destruction, damage, alteration or disclosure;
 - 17.2.4. Take reasonable steps to ensure the reliability and confidentiality of any of NCI's personnel who have access to the Personal Data.

18. Governance

- 18.1. "Each party shall appoint a nominated representative who shall:
- 18.2. Provide professional and prompt liaison with the other party; and have the necessary expertise and authority to commit the relevant party.

18.3. Either nominated representative may call a meeting of the nominated representatives on not less than three business days, in the case of a telephone conference, and otherwise five business days' notice and both such managers shall attend a meeting so called or if unavailable, send a suitably qualified deputy who has the authority to bind the party they represent.

19. Notices

19.1. "Any notice required to be given pursuant to this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the address of the party as set out in this agreement, or, in each case, such other address as may be notified by one party to the other.

19.2. A notice delivered by hand is deemed to have been received when delivered (or, if delivery is not in business hours, 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. An e-mail shall be deemed to have been delivered within 24 hours from the time of being sent, provided that no "non-deliverable" notice is received by the sender."

20. Dispute Resolution

20.1. "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.

20.2. 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.

20.3. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings."

20.4. Miscellaneous

NCI is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, 3rd party failures, acts of God.

20.5. "In the event of any conflict or inconsistency in the provisions of the clauses of this agreement and the clauses of the Quotation, TS-02 - Service Levels Agreement, TS-03 - Extended hours support, other than the contract term of which precedence is defined in clause 1.3, the following order of precedence shall prevail:

- This agreement;
- Quotation
- TS-03;

21. Pricing

21.1. NCI, retains the right to change pricing at any time, customers paying by direct debit will be notified 14 days in advance of any price changes. Discounted 24 and 36 month contracts will remain intact for the term of the Agreement.

22. Data Security

22.1. NCI Technologies will provide consultancy and recommendations to the client in order to protect the information they store on The System from accidental loss, tampering, and unauthorised access. In the event of loss, damage, or invasion of privacy, NCI Technologies will make all reasonable efforts to mitigate the situation, but in most cases ultimate responsibility for prevention and resolution of such problems rests with the client. In no event shall NCI Technologies be liable for the loss of or damage to information, or for the consequences thereof.

23. Your Time

23.1. Your time monthly quotas for free block time labour cannot be carried over month to month. Time may be taken from a future month if agreed by a director of NCI Technologies, this type of request can be made via our help desk and is to be used for 'your time' tickets that may be raised close to a month end.

24. Typographical Errors

24.1. NCI, cannot be held bound or held responsible for typographical errors or omissions.

25. Limitations of Technology

25.1. 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.

25.2. 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.

25.3. 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.

26. Force Majeure & Malicious Acts

26.1. This agreement is designed to cover the support needs of The Client during normal operating conditions. NCI. Shall not be liable for damages, delay, or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and/or any other cause beyond the reasonable control of either party.

26.2. Furthermore, damage and/or significant problems that result from anomalies and/or abnormal circumstances such as fire, flood, electrical surges, deliberate malicious acts, theft, acts of God, wars, insurrections, and/or any other cause beyond the reasonable control of either party fall outside the terms of this agreement. NCI will follow best practices and provide advice with regards to key electrical equipment and always recommend that servers, switching and routing equipment are protected by a suitable power filtered UPS (Uninterruptable Power Supply)

27. Loaned/Rented Equipment

27.1. The Client agrees that any equipment utilised by NCI, in the execution of this or any service that is not explicitly purchased by The Client shall remain the property of NCI, and must be returned in working order if requested. Client further agrees to cease the use of any technology that remains the property of NCI upon termination of this agreement. When terminating an agreement it is the clients' responsibility to pay any costs associated with the return of equipment. At the discretion of NCI and dependant on the distance involved NCI may arrange to collect the equipment from the clients' premises.

28. Anti-virus and Anti-spyware - Software as a Service

28.1. If the client is providing cover for PC's under the terms of this agreement NCI will supply and install anti-virus and anti-spyware software. NCI will incur all costs associated with the purchase and on-going updates related to these software applications.

28.2. When terminating this contract, the rights to use the anti-virus and anti-spyware software are also terminated. NCI will make arrangements to remove the software from the client's network on the last working day prior to the termination date. Should the client require the software to be removed prior to this date arrangements should be made through our help desk. . It is the clients' responsibility to arrange for provision of replacement anti-virus software or to request NCI to do so.

28.3. NCI can arrange for the anti-virus software to be retained for a small monthly cost per device per month.

29. Confidentiality

29.1. Neither party shall disclose any proprietary or confidential information obtained from the other unless so directed by a court of law or government authority. Neither party will disclose rate(s), term(s), or any information regarding this Agreement without the prior written consent of the other. For promotional purposes, NCI shall have the right to disclose to others the identity of its clients unless requested specifically not to do so..

30. Hiring of Employees

30.1. The Client agrees not to hire or attempt to hire any NCI. employee, contractor, or former employee within 6 months of termination of employment, as full-time or part-time employee, contractor, or any other such position without the written consent of NCI.

31. Authority

31.1. Client 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 Director, Company Secretary or Chief Financial Officer or any person designated by either of those three individuals shall have power and authority to bind Client.

32. Contractor Status

32.1. The relationship of NCI. to The Client is that of an independent contractor and not that of an agent or employee of The Client. It is expressly understood and agreed by the parties that The Client shall not have, nor exercise, any control or direction over the manner or methods by which the NCI. provides services other than the right to require that the performance of such services be in accordance and consistent with the terms set forth in this agreement.

33. General Health & Safety

33.1. NCI agrees to comply with all applicable health and safety protocols. The Client agrees to remedy any conditions which exist that have the potential to create a hazard. NCI agrees to comply with the health and safety policies of the client following provision of such policies.

34. Site Access

34.1. The Client will be responsible for obtaining proper and adequate permission for NCI. to enter upon and operate within the premises and properties designated as The Client's work area. "NCI shall use all reasonable skill and care when accessing the Client's premises and using the equipment. NCI agrees to indemnify the Client against any damage to the Client's premises or equipment caused by NCI's staff."

35. Equipment & Facilities

35.1. The Client agrees that NCI. may utilise certain items of The Client's equipment and may gain access to certain Client facilities. The Client retains title and ownership in all of The Client's equipment owned by The Client and utilised by NCI., and must grant authority for NCI. to access The Client's facility. Facility access may be denied for any reason at any time, however if access to facilities is denied, The Client understands that NCI. may be unable to perform their duties adequately and if such a situation should exist, NCI. will be held harmless.

36. Passwords

36.1. The client acknowledges that NCI must have access to any and all systems and resources to perform their duties under this agreement. As such, NCI must have access to any and all passwords as required to perform our duties under this contract agreement. Denying NCI access to

key systems by changing key passwords or disabling accounts will leave NCI unable to perform its duty under this contract and will be considered as a breach of the contract terms.

37. Warranty

37.1. NCI warrants that the work will be performed to the best of its ability and in accordance with reasonable and customary practices prevailing at the time for its business. No other warranties exist, expressed or implied.

37.2. "NCI warrants that:

- the services will be performed with all reasonable care and skill; and
- the services will only be carried out by personnel whose skills/qualifications and training are appropriate to the task they are allocated.

37.3. Where the services include a response time then:

- NCI will use its reasonable endeavours to respond within the response time detailed in the Service Level Agreement.
- The initial response will be by an engineer who will investigate the problem by telephone or remotely.

37.4. Requests which cannot be resolved by telephone or remote control may require further investigative work. The request may be escalated and an engineer may visit the site. Onsite visits will be only be provided within the standard support hours of 9:00am until 5:30pm Monday through Friday (excluding public holidays (Standard Support Hours).

37.5. NCI may repair equipment away from the sites when NCI considers it necessary to do so.

37.6. The Client agrees that NCI may inspect the equipment during the Standard Support Hours at the site".

38. No Third Party Beneficiary

38.1. All of the provisions of this Agreement are solely for the benefit of the parties hereto, and none of the other provisions of this entire Agreement shall inure to the benefit of any person not a party to the Agreement, and third parties shall have no rights hereunder.

39. Consequential Damages

39.1. Neither The Client nor NCI shall be liable to the other for any consequential damages arising out of or related to the performance of this Agreement.

40. Indemnification

40.1. The Client shall at all times hold harmless NCI against and from all losses, liability, expenses, and other detriments of every nature and description to which The Client may be subjected by reason of any act or omission of NCI's subcontractors and agents. This indemnity shall not extend to any claims, damages, losses and expenses which are due to the sole negligence of NCI. In no event shall the maximum liability hereunder exceed the amount actually paid to NCI under this contract.

41. Backup & Disaster Recovery

41.1. With the Backup and Disaster Recovery service option (BDR) NCI Technologies will undertake any work necessary and practicable to return the System to an operational state following a major system failure. NCI Technologies will make all reasonable endeavours to recover data stored on the BDR or removable media; and do everything possible to ensure that recovery is swift and performed to the agreed recovery time. It's is the clients responsibility to ensure rotation of removable media on a daily basis (if applicable) and to retain the prior days backup media offsite or in a suitable fireproof safe. The minimum term for the BDR appliance is 18 months, this solution can be handled as a separate service to the support contract and can be utilised on its own (BDR only contract).

42. Backup & Disaster Recovery Testing

42.1. It is the client's responsibility that you request us to carry out a test of the BDR on an annual basis or if any of the major server components or software are changed. If you fail to request us to carry out such a test we cannot be held liable for failure to meet the target times set out in the BDR service level agreement. Testing will be undertaken during NCI standard business hours. An additional charge will be payable based on hourly time taken to recover your system. After completion of the first initial test, an estimated time to recovery will be agreed between you (the customer) and NCI Technologies.

43. Additional

43.1. The Client and NCI agree that in the event any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained. Headings, titles and paragraph captions are inserted in the Agreement for convenience, are descriptive only and shall not be deemed to add to or detract from or otherwise modify the meaning of the paragraphs.

DEFINED TERMS

BDR: NCI's Backup and Disaster Recovery appliance

GENUINE: Supplied through legal channels and checked for authenticity.

LEGALLY LICENSED: client has a license that grants an end user to use one or more copies of software in ways that do not contravene copyright infringement of the software owner's exclusive rights under copyright law.

FIREWALL: Security appliance that protects the clients systems from outside access

VENDOR SUPPORTED: Technical support is available from the organisation that makes or manufactures the hardware or software.

REMOVABLE MEDIA: storage medium that is transportable such as a USB hard drive



SLA: Service Level Agreement document defining the levels of service that can be expected for a given contract.

SUPPORT TICKET: A support call that has been logged into NCI's help desk software.

SUPPLIER WARRANTY CONTRACT: A contract with the hardware manufacturer or a 3rd party that covers replacement of failed hardware parts.

Document References:

TS-02 – Service Levels

TS-03 – Extended hours support – customer requirements

TS-04 – NCI Standard rates table