

## INTEGER IT & TELECOM SERVICES LIMITED IT SUPPORT SERVICES – SPECIAL TERMS

These Special Terms for IT Support Services (“IT Support Terms”) apply to the IT Support Services that we provide to you. Please review these IT Support Terms in conjunction with our General Terms and Conditions.

### 1. IT Support Services Definitions

Capitalised terms will be as defined in the General Terms and Conditions. The following additional definitions will also apply in these IT Support Terms:

**Covered Device:** any eligible device to include any and all servers, desktop PCs, laptops, desktop printers, network switches, access points, uninterruptable power supplies as particularised in the Order Form and subject to the limitations or exclusions noted in the Service Level Agreement or notified by Integer IT & Telecom from time to time;

**Extended Term:** has the meaning given to it in paragraph 2.1(b);

**Helpdesk Service:** the service provided by Integer IT & Telecom to Customers by which Integer IT & Telecom provides assistance to the Customer in respect of IT matters by telephone and/or remote electronic access;

**IT Support Services:** the IT support services provided by Integer IT & Telecom to the Customer, which may comprise any of the following (as particularised in the Order Form and as further detailed in [www.integerltd.com/sla](http://www.integerltd.com/sla))

- (a) IT help and support;
- (b) Managed IT Support or Managed Services;
- (c) Firewalls;
- (d) Cloud back-up and disaster recovery;
- (e) Email threat protection;
- (f) Anti-Virus;
- (g) Hub 365 intranet; and
- (h) Microsoft Licensing.

**Minimum Term:** The period set out in the Order Form;

**Services Commencement Date:** the date on which the IT Services have been connected by the

networks or installed by Integer IT & Telecom which will be the Services Commencement Date under the Contract

**Service Level Agreement:** the service levels for the provision of IT Support Services which can be found here: <https://www.integerltd.com/sla>, as may be varied from time to time by Integer IT & Telecom in its discretion;

**System:** the hardware, operating systems and software listed in the Order Form;

**Support Hours:** the hours listed on the Order Form;

**Out of Hours:** such hours and times that not within the Support Hours; and

**Support Request:** a request submitted by you for support by Integer IT & Telecom under the IT Support Services which may be made via telephone or email on number/email issued by Integer IT & Telecom to you for such purposes, or an automated message for support generated by the System and sent directly to Integer IT & Telecom for attention.

## 2. IT Support Services Term

2.1 Subject to paragraph 2.2 of these IT Support Terms, where a Contract includes IT Support Services:

- (a) these will be provided from the Services Commencement Date will continue for the Minimum Term; and
- (b) at the end of the Minimum Term, the IT Support Services under the Contract will automatically renew for the same duration as the Minimum Term (each an “**Extended Term**”) unless either party terminates on not less than 90 days’ written notice, to expire at the end of the Minimum Term or the then-current Extended Term.

2.2 Notwithstanding paragraph 2.1 of these IT Support Terms, any Microsoft licence provided to you under these IT Support Terms (whether directly from Microsoft or via a reseller, both of which will be Third-Party Providers) will commence on the date confirmed by Microsoft or its reseller, and will be subject to the following terms:

- (a) where you have committed to a monthly contract for a licence, you are able to terminate such licences on 30 days’ written notice to us at any time; and
- (b) where you have committed to an annual contract for a licence:
  - (i) the licence will continue for 12-months and, at the end of this duration, will automatically renew for further 12-month periods unless either party terminates on not less than 30 days’ written notice, to expire at the end of the applicable 12-month period; and

- (ii) you have 7 days prior to the expiry of the applicable 12-month period under paragraph 2.2(b)(i) to make any amendments to your current licensing arrangements (noting that you can add user licences at any time during the course of any applicable 12-month period).
- (iii) If there is a contract specifying additional contractual periods, this will always prevail the Microsoft term.

2.3 Early termination fees may apply where a Contract or specific IT Support Services under a Contract are terminated early in contravention of this paragraph 2.

### 3. Preparation work

3.1 The provision of any IT Support Services by Integer IT & Telecom is conditional on:

- (a) Integer IT & Telecom carrying out such surveys as it deems necessary to satisfy itself that it is possible for it to supply the IT Support Services; and
- (b) you providing to Integer IT & Telecom to our satisfaction accurate information and data to enable Integer IT & Telecom to provide IT Support Services.

### 4. Integer IT & Telecom's provision of the IT Support Services

#### *IT Support Services*

4.1 Subject to the payment by you of the Charges, Integer IT & Telecom will provide the IT Support Services to you:

- (a) during Support Hours, unless support during Out of Hours is requested by you and this is agreed to be provided by Integer IT & Telecom (which may be subject to additional charges);
- (b) meeting or exceeding the service levels referred to in the Service Level Agreement; and
- (c) remotely, unless a site visit is required and otherwise agreed between Integer IT & Telecom and you (with any changes being subject to additional charges).

4.2 Integer IT & Telecom shall prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported and use its reasonable endeavours to respond to all Support Requests with a break fix in accordance with the response times set out in the Service Level Agreement.

4.3 Integer IT & Telecom will acknowledge and respond to Support Requests according to the terms set out in the Service Level Agreement.

- 4.4 Integer IT & Telecom shall, at your request and cost, provide you with a report summarising the Support Requests received, time of receipt, time of response and the time the Support Request is cleared. Any such request must be made in writing to Integer IT & Telecom and you acknowledge and agree that reports can only be provided by Integer IT & Telecom in respect of the month or months following the receipt of the request.
- 4.5 Integer IT & Telecom warrants that the IT Support Services will be rendered by personnel with appropriate skills and experience to provide the IT Support Services. You agree that Integer IT & Telecom cannot guarantee that the provision of the IT Support Services will cause the System to work without interruption or error. The warranties provided by Integer IT & Telecom in these IT Support Terms and the Contract (where applicable) shall be in lieu of and shall operate to exclude any other condition or warranty whether express or implied by law as to the provision of the IT Support Services
- 4.6 In the event that you request that Integer IT & Telecom provides IT Support Services in excess of your allocated allowance, Integer IT & Telecom shall be entitled to charge additional fees for such services.

#### ***Managed Support Services and Maintenance***

- 4.7 Where IT Support Services include Managed Support Services:
- (a) these will apply to Covered Devices only;
  - (b) by purchasing the IT Support Services, you acknowledge that Integer IT & Telecom will access, connect to and manage Covered Devices via remote technologies; and
  - (c) Integer IT & Telecom will provide 24x7x365 remote monitoring of the Covered Device within the Customer's IT environment using Integer IT & Telecom's advanced remote technologies. Alerts generated during monitoring are monitored and proactively addressed by automated systems outside of Support Hours and by both automated systems and qualified technicians during Support Hours.
- 4.8 You acknowledge and agree that in connection with the provision of any of the IT Support Services including the Managed Support Services, Integer IT & Telecom may perform remote management activities without first contacting you. These activities include, but are not limited to: updating or changing software drivers; installing and applying software patches; rebooting devices within maintenance windows; deleting temporary files and clearing caches; starting or restarting application services; staging and executing scripts for automated maintenance routines; network performance tuning; transfer data associated with routine system tuning and upkeep between systems within your network; and identify, collect and report on detailed data for devices on a network.

- 4.9 You acknowledge that technologies are not universally compatible, and that there may be particular services or devices that Integer IT & Telecom may be unable to monitor, manage, or patch. Integer IT & Telecom agrees to inform you when such a situation arises. You agree to correct the situation if applicable and possible, and to hold Integer IT & Telecom harmless in relation to such services and/or devices.
- 4.10 If required by Integer IT & Telecom, you will allow us to install monitoring software on the Customer-side equipment, any hardware and/or in the Customer's operating environment to enable Integer IT & Telecom to conduct remote monitoring and diagnostics and shall ensure that such software remains installed throughout the duration of the IT Support Services.
- 4.11 Maintenance as part of the Managed Support Services shall not include the diagnosis and rectification of any fault resulting from any of the following which (if Integer IT & Telecom agrees to, in its sole discretion) shall be charged in addition as an additional service:
- (a) the improper use, improper operation or neglect of the Customer's operating environment or any Customer-side equipment, software, equipment via which the Services are accessed or used or faults to any of them caused by a third party or variations in electrical power, lightning, flood, fire, radiation, radio interference or accidental damage;
  - (b) unauthorised merger of any software (in whole or in part) with any other software;
  - (c) the failure by the Customer to implement recommendations in respect of or solutions to faults previously advised by Integer IT & Telecom;
  - (d) any repair, adjustment, alteration or modification of the Managed Support Services by any person other than Integer IT & Telecom without Integer IT & Telecom's prior written consent;
  - (e) any fault arising from failure to operate proper and efficient back-up and data recovery procedures in relation to the Customer data other than where and to the extent that the fault arises from any back-ups performed by Integer IT & Telecom; and
  - (f) any equipment or software not supplied by Integer IT & Telecom to the Customer and/or any services other than the Managed Support Services.
- 4.12 Where Integer IT & Telecom is responsible for Maintenance as part of the Managed Support Services, and this includes back-ups of Customer personal data:
- (a) Integer IT & Telecom shall promptly inform the Customer if such Customer Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable as a result of Integer IT & Telecom's acts or omissions or the acts or omissions of any of the Agreed Sub-Processors;

- (b) if any Customer Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable solely as a result of Integer IT & Telecom's acts or omissions or the acts or omissions of any of the Agreed Sub-Processors, Integer IT & Telecom shall use reasonable endeavours to restore such Customer Personal Data at its own expense from and to the latest back up of such Customer Personal Data maintained by Integer IT & Telecom

### ***Anti-Virus***

- 4.13 Antivirus programs must be installed on all Covered Devices. Should you not implement this (whether intentionally or unintentionally), or should the Covered Devices not be available for whatever reason, then work performed by us on the Covered Devices not meeting any technical requirements will not be covered under the Contract.
- 4.14 Patches and antivirus definitions are distributed by their respective software vendors, and as such, Integer IT & Telecom has no direct control over the effectiveness or lack thereof of the software being applied. Integer IT & Telecom is not responsible or liable for interruptions in your service or access to your systems and service due to patches released by software vendors.

### ***Third-Party Providers and other third parties***

- 4.15 Integer IT & Telecom shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of Customer personal data caused by any third party except (subject to the terms of the Contract) those Third-Party Providers contracted by Integer IT & Telecom to perform services related to the Customer personal data back-up and subject to the remaining terms of the Contract. All other costs of restoring data which is lost or destroyed or becomes damaged, corrupted or unusable shall be borne by the Customer.
- 4.16 Integer IT & Telecom shall coordinate and manage the Third-Party Providers but shall not be responsible or have liability for any maintenance and support of software, hardware, equipment, utilities and/or facilities provided and maintained by Third-Party Providers.
- 4.17 Integer IT & Telecom shall use reasonable endeavours to cooperate with any person who provides software or hardware, utilities or facilities to the Customer provided that Integer IT & Telecom shall have no obligations or liabilities in connection with the use, capability, availability or operation of such software, hardware, utilities or facilities responsibility for which shall remain with the supplier of the same.

## **5. Your Obligations**

- 5.1 You will pay the Charges for the IT Support Services as specified in the Contract, which will be payable as follows:
- (a) in relation to the monthly Charges, paid monthly in advance by direct debit, or such other method as specified in the Order Form, with the first payment date being the Services Commencement Date and then payable each month thereafter; and
  - (b) in addition to the monthly Charges, you will pay an initial set-up and onboarding fee as detailed in the Order Form. Any devices added after the Services Commencement Date as a Covered Device (on agreement between the parties) will incur an additional set-up fee which will be quoted by Integer IT & Telecom at its then-current engineering rates.
- 5.2 In relation to the use of the IT Support Services you agree to:
- (a) comply with the terms of these IT Support Terms, including any terms that relate to particular third-party products and services;
  - (b) permit Integer IT & Telecom remote access to its System and any other systems, servers, networks or equipment (including the Covered Devices) as required which will include administrator- level password access and inform Integer IT & Telecom of any changes to passwords or other security devices to enable Integer IT & Telecom such access;
  - (c) other than where Integer IT & Telecom is responsible for such tasks, keep back-up copies of its operating systems, software, and data in line with recommendations made by the relevant Third- Party Providers or Integer IT & Telecom from time to time, or otherwise in line with good industry practice;
  - (d) make available such personnel with appropriate skills, knowledge, and authority to assist Integer IT & Telecom in the diagnosis of faults and the implementation of reasonable instructions intended to rectify or prevent recurrence of faults;
  - (e) promptly check that files have been restored from back-up when restoration from back-up has been tested; and
  - (f) not use the IT Support Services, or allow the IT Support Services to be used in connection with, any illegal or immoral activity or in breach or violation of any law, regulation or code that may apply to the IT Support Services and the Customer from time to time (including without limit any fraudulent activity).
- 5.3 In the event that a fault in the System is caused by an error or defect in the operating system or software, the sole responsibility of Integer IT & Telecom will be to notify you of the issue and to devise (where reasonably possible) a workaround for you.
- 5.4 The sole responsibility of Integer IT & Telecom in respect of any hardware issues shall be to

- diagnose faults in the hardware. The correction of any faults in the hardware shall be undertaken in accordance with the manufacturer's warranty.
- 5.5 Notwithstanding any term of the Contract, Integer IT & Telecom will not be liable for any loss of data, loss of productivity or financial losses incurred due to incomplete or corrupt back-ups of data or back-up procedures
- 5.6 You warrant to Integer IT & Telecom that you own or have the benefit of a valid and subsisting licence to use every element of the System (including without limit every copy of a software program in use, whether the software is installed on individual or networked computers) and it has full authority to permit Integer IT & Telecom to perform the IT Support Services hereunder (including that such licences permit use by Integer IT & Telecom as required to perform the IT Support Services). You will comply with any such subsisting licence terms and conditions.
- 5.7 You will ensure that all passwords for access to and/or use of any IT Support Services shall be kept confidential and inaccessible to third parties, that passwords are re-set after any actual or suspected security alerts and that your operating environment, the Customer-side equipment and any hardware or equipment (including the Equipment) are, and shall remain for the duration of the Contract, adequately protected and secure from unauthorised access by third parties.
- 5.8 The Customer shall be and remain responsible for all use of the IT Support Services and any ancillary services or products (including where these are supplied by any Third-Party Provider), including any use by third parties, whether fraudulent or authorised by the Customer. The Customer shall have liability for all fraudulent use made of, from or via the IT Support Services and any ancillary services or products (including where these are supplied by any Third-Party Provider, the Customer's operating environment, Customer-side Equipment, any other equipment or hardware (including the Equipment) and/or its passwords relating to access of use of any of the foregoing.
- 5.9 You will fully indemnify and hold harmless Integer IT & Telecom against all costs, expenses, liabilities, losses, damages, and judgments that Integer IT & Telecom may incur or be subject to as a result of:
- (a) a breach of these IT Support Terms or the misuse of any of the IT Support Services by you, your Affiliates, or any end-user; and/or
  - (b) you not obtaining or maintaining any requisite licences, authorisations, approvals, permissions, or consents that are required to provide the IT Support Services.
- 5.10 You will comply with the terms of these IT Support Terms and with any specific Third-Party Provider terms as stated from time to time. We reserve the right at any time to add to, modify, or delete part of all of the Third-Party Provider terms set out in these IT Support Terms where (for example) a Third-Party Provider amends its terms, or we change suppliers. Notification of such terms may be by direct notification from Integer IT & Telecom to you or by a notice published on Integer IT &

Telecom's website from time to time.

## 6. Non Solicitation of Integer IT & Telecom Employees

- (a) In this paragraph 6, the following additional definitions will apply:
- (i) **Restricted Integer IT & Telecom Employee** means an employee or former employee who has as an employee of Integer IT & Telecom: (i) attended your premises in connection with the provision of the IT Support Services to you; or (ii) personally provided IT Support Services directly to you via the Helpdesk Service or by responding to a Service Request submitted by you; or (iii) both attended your premises in connection with the provision of the IT Support Services to you and personally provided IT Support Services directly to you where via the Helpdesk Service or in any other way; and
  - (ii) **Relevant Date** means the last occurring of: (i) the date when the Restricted Integer IT & Telecom Employee last attended your premises in connection with the provision of the IT Support Services to you; and (ii) the date when the Restricted Integer IT & Telecom Employee last provided the IT Support Services to you via the Helpdesk Service or in any other way under these IT Support Terms.
- (b) You shall not, and you shall procure that your Affiliates or other related parties shall not, without the express written consent of Integer IT & Telecom within 12 months from the Relevant Date solicit or entice away from us or employ, recruit, hire or otherwise engage (or attempt to) a Restricted Integer IT & Telecom Employee.
- (c) If contrary to the provisions of paragraph 6(b) you (or any Affiliate or other related party) does solicit or entice away from us or employ, recruit, hire or otherwise engage (or attempt to) a Restricted Integer IT & Telecom Employee without the prior written consent of Integer IT & Telecom then by way of an introduction fee you shall pay to Integer IT & Telecom an amount equal to the greater of;
- (i) 50% of the remuneration paid to the Restricted Integer IT & Telecom Employee by Integer IT & Telecom in the last 12 calendar months of the Restricted Integer IT & Telecom Employee being employed or engaged by Integer IT & Telecom; or
  - (ii) the sum of £12,500;
- such sums exclusive of VAT which if applicable is payable in addition. The parties agree that this is intended to be a genuine estimation of the costs incurred by Integer IT & Telecom to recruit and replace any Restricted Integer IT & Telecom Employee.

## 7. Third-Party Provider Terms

7.1 Where, as part of the IT Support Services, we provide you with any third party licensed IT Support Services (including for Microsoft 365) the following terms will apply (which will take priority over and, where applicable, replace, the other terms in the front-end of these IT Support Terms):

**Microsoft 365:**

- (a) **“Microsoft”** means Microsoft Ireland Operation Limited
- (b) **“Microsoft Customer Agreement”** the agreement between Microsoft and the Customer made available to the Customer via the Customer’s Microsoft Tenancy
- (c) **“Microsoft Licence”** the licence granted to the Customer by Microsoft for the use of Microsoft 365 licenses, features and services
  - (i) Microsoft 365 is made available to the Customer by Integer IT & Telecom as the reseller for Microsoft products.
  - (ii) The Customer acknowledges that the Microsoft 365 product shall be supplied under and in accordance with the relevant Microsoft Licence and the licence fee shall be included in the Charges. The terms associated with the use by the Customer of Microsoft 365 are governed by this Contract and the Microsoft Customer Agreement.
  - (iii) The Customer hereby acknowledges and accepts that they have subscribed to the Microsoft Licence for the subscription term stated in the Order Form or these IT Support Terms (or confirmed by Integer IT & Telecom in writing where it is not known at the time of completing of the Order Form once the order has been placed and accepted by Microsoft or its reseller), and that this is a minimum term which is not cancellable for any reason.
  - (iv) The Customer further acknowledges and accepts that at the end of the subscription term, the subscription term shall automatically renew for the same period unless and until it is cancelled upon giving at least 30 days’ notice prior to the expiry of the relevant subscription term. This provision shall apply irrespective of any Minimum Term applicable to other Services provided by Integer IT & Telecom.
  - (v) The Customer may increase, but may not decrease, the number of subscriptions to Microsoft 365 and any such additional subscriptions shall be subject to clauses above.
  - (vi) The Customer hereby confirms they have reviewed and accepted the Microsoft Customer Agreement and will comply with the terms of the Microsoft Licence.
  - (vii) The Customer agrees that they are going to do direct business with Microsoft.
  - (viii) The Customer’s infrastructure is within Microsoft’s datacentre.
  - (ix) The Customer understands that any technical issues with the Microsoft products will be subject to Microsoft terms, and Integer IT & Telecom’s role will be to facilitate the resolution and will help the Customer to contact Microsoft and try to fix the issue.



- (x) The Customer authorises Integer IT & Telecom to sign the partnership agreement between the Customer and Microsoft on its behalf and agrees for Integer IT & Telecom to be an admin of its Microsoft 365 tenant.