

DATED _____

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IT SUPPORT SERVICES AGREEMENT

“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 1) unless and until EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds the GDPR;
“Helpline Support”	means the [telephone] AND/OR [Remote] based support which shall be provided as specified in Schedule 1 and in accordance with Clause 2;
“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 and Regular Maintenance) are to be provided at <<insert address>>;
“Regular Maintenance”	means the scheduled site visits made by the Service Provider for the purposes of maintaining the Specified Equipment as specified in Schedule 1 and in accordance with Clause 2;
“Specified Equipment”	means the computer hardware, devices and software which are to be maintained and supported by the Service Provider as set out in Schedule 2;
“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 and Regular Maintenance; and
“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 the other gender.
- 1.6 References to persons shall include corporations.

2. **The Support Services**

- 2.1 The Managed 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 Managed Service Provider shall provide the Support Services only as specified in Schedule 1 during the hours of 9am -5PM [and only in relation to the Specified Equipment].
- 2.3 The Managed 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 Managed 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 Managed 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 30mins and, if On-site Support is required, shall use reasonable endeavours to provide the same within 2 working days of the Client's Helpline Support service query.
- 2.6 The Managed 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 9am-5pm (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).
- 2.7 At the times and dates set out in Schedule 1, the Managed Service Provider shall provide Regular Maintenance, such maintenance to be carried out on the Online in accordance with the specification set out in Schedule 1.
- 2.8 In the event that the Service Provider commits any breach of any of the terms of this Agreement, the following terms shall apply:
 - 2.8.1 the Client may give written notice to the Service Provider requiring the Service Provider to rectify the breach;

2.8.2 if the Service Provider fails to comply with any such notice given under sub-Clause 2.8.1 within 30 days:

2.8.2.1 the Client will be entitled to obtain any of the Support Services affected by the Managed Service Provider's Breach from any third party until such time as it is satisfied that the breach has been rectified or, in the event of termination of this Agreement, until such time as the Service Provider's obligations cease; and

2.8.2.2 the Managed Service Provider shall pay on demand to the Client by way of damages, the amount by which the cost to the Client of obtaining any third party services under sub-Clause 2.8.2.1 exceeds the cost of obtaining the same from the Service Provider under this Agreement plus a sum equal to any reasonable foreseeable loss (including loss of business) suffered by the Client as a result of the Service Provider's failure or breach.

2.9 The obligations of the Managed Service Provider under sub-Clause 2.8.2 shall not be affected by the termination of this Agreement.

2.10 The rights of the Client under sub-Clause 2.8 shall be in addition to, and without prejudice to, any other rights or remedies of the Client.

2.11 [Subject to its obligations to the Managed Service Provider under the terms and conditions of this agreement, and without prejudice to the provisions of sub-Clause 2.8, the Client shall be free at any time (and without obligation to notify, inform or otherwise consult the Service Provider) to arrange for any services (which are similar to the Support Services or otherwise) to be provided by any third party whatsoever.]

2.12 [The Managed Service Provider shall not, during the continuance of this Agreement, provide any services which are identical or similar to the Support Services to or for the benefit of any third party that is in direct competition with the Client [within <<insert territory, area, radius etc.>>] without the prior written consent of the Client, such consent not to be unreasonably withheld.]

3. **Managed Service Provider's Obligations**

3.1 The Managed Service Provider shall provide the Support Services to the Client in accordance with the provisions of Clause 2 and Schedule 1.

3.2 The Managed 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 Managed 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 Managed 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 Managed 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 Managed 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] **OR** [consult with] the Service Provider [of] **OR** [with respect to] 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 Managed Service Provider and (where applicable) its personnel at all reasonable times to the Premises for the purpose of providing the Support Services.
- 4.6 The Client shall use reasonable endeavours to keep the Managed 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 and Schedule 3 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 14 days of the date of the relevant invoice in GBP Sterling in cleared funds to such bank in <<insert location>> 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 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 9.4.1, 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 <<insert percentage>>% per annum over the <<insert bank name>> base rate from time to time in force.

6. **Liability and Indemnity**

- 6.1 The Managed 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 Managed 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 <<insert period>> 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.

8.2 [In the event that a Party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of <<insert period>>, the other Party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Support Services provided up to the date of termination where such Support Services have not already been invoiced and paid for. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Agreement.]

9. Term and Termination

9.1 This Agreement shall come into force on <<insert Commencement Date>> and shall continue for a Term of <<insert Term>> from that date, subject to the provisions of this Clause 9.

9.2 Either Party shall have the right, exercisable by giving not less than 30 days written notice to the other at any time prior to the expiry of the term specified in sub-Clause 9.1 (or any further period for which this Agreement has been extended pursuant to this provision) to extend this Agreement for a further period of <<insert period>>.

- 9.3 Either Party may terminate this Agreement by giving to the other not less than 30 days written notice, to expire on or at any time after <<insert minimum term of agreement>>.
- 9.4 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:
- 9.4.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 14 Business Days of the due date for payment;
 - 9.4.2 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 <<insert period>> Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 9.4.3 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;
 - 9.4.4 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);
 - 9.4.5 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);
 - 9.4.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 9.4.7 that other Party ceases, or threatens to cease, to carry on business; or
 - 9.4.8 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.
- 9.5 For the purposes of sub-Clause 9.4.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 9.6 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**

- 11.1 All personal information that the Managed Service Provider may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and the Client’s rights under the GDPR.
- 11.2 For complete details of the Managed Service Provider’s collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Client’s rights and how to exercise them, and personal data sharing (where applicable), please refer to the Service Provider’s Privacy Notice [available from <<insert location>>].]

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 Article 4, EU Regulation 2016/679 General Data Protection Regulation (“GDPR”).
- 12.2 [All personal data to be processed by the Managed Service Provider on behalf of the Client under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties on <<insert date>> [pursuant to this Agreement].]

OR

- 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 Managed Service Provider is the “Data Processor” and the Client is the “Data Controller”.
- 12.4 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing are set out in Schedule 4.
- 12.5 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.
- 12.6 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:
 - 12.6.1 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.

- 12.6.2 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.
 - 12.6.3 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; and
 - 12.6.4 Not transfer any personal data outside of the European Economic Area without the prior written consent of the Data Controller and only if the following conditions are satisfied:
 - 12.6.4.1 The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;
 - 12.6.4.2 Affected data subjects have enforceable rights and effective legal remedies;
 - 12.6.4.3 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
 - 12.6.4.4 The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.
 - 12.6.5 Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects 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);
 - 12.6.6 Notify the Data Controller without undue delay of a personal data breach;
 - 12.6.7 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
 - 12.6.8 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 with respect to the processing of personal data under this Clause 12.]

OR

- 12.7 [The Data Processor shall not sub-contract any of its obligations to a sub-

processor 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-processor, the Data Processor shall:

12.7.1 Enter into a written agreement with the sub-processor, which shall impose upon the sub-processor 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-processor 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 <<insert period, e.g. 30 calendar 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 [Subject to sub-Clause 17.2] 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 [[Subject to the provisions of Clause 12, each] **OR** [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.]

OR

18.2 [The Parties agree that the times and dates referred to in this Agreement are for guidance only and are not of the essence of this Agreement and may be varied by mutual agreement between the Parties.]

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 <<insert period>> 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 <<insert period>> 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.]

OR

21.2 [The Parties acknowledge that this Agreement is intended to benefit and shall so benefit <<insert name(s) and/or details of third party / parties>> for the purposes of the Contracts (Rights of Third Parties) Act 1999 and, subject thereto, the Parties confirm their intent not to confer any rights on any other third parties under this Agreement.]

21.3 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 [Subject to the provisions of Clause 12, this] **OR** [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 <<insert period>> 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 <<insert period>> 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 Scotland.
- 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 Scotland.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

SIGNED by

<<Name and Title of person signing for the Service Provider>>

for and on behalf of <<Service Provider's Name>>

In the presence of

<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for the Client>>

for and on behalf of <<Client's Name>>

In the presence of

<<Name & Address of Witness>>

SCHEDULE 1

The Support Services

- RMM – Remote Monitoring and Management
- IT Support
- Cloud Backup
- Managed Anti-Virus

Helpline Support

Services: Online or Telephone Support

Service Hours: 9:00am – 5:00pm Monday to Friday

On-site Support

Services: Office moves or where online support is not possible or requested from Client

Service Hours: 9:00am – 5:00pm Monday to Friday

Regular Maintenance

Services: Patch Management and routine PC or device maintenance

Service Times & Dates: Once a week at a time that is suitable for the client.