



MANAGED IT SERVICE CONTRACT

USER SERVICE DESK

Users will have access to the Agenda IT Managed Service Desk (MSD) for resolving technical support requests (TSR's).

- Authorised users will be finalised and listed prior to starting the MSD service.
- Users will be able to register TSR's by calling our customer service number, 01858 450470, or by emailing support@agenda-it.co.uk
- The goal will be to resolve user problems remotely and get the user up and running ASAP.
- Remote access to all user machines will allow technicians to work on an issue without the need for user interaction.
- Records of each call made to the MSD, and the effort required to resolve it will be kept. Management reports will be made available and reviewed on a monthly basis.
- Users can access the service desk from 7.30 a.m. to 5.30 p.m. Monday to Saturday, Users can email the service desk 24/7, emails sent out of service hours will be dealt with on a best endeavours service.

SERVER MANAGED SERVICES

A Domain Controller / File & Print server will be configured and managed in a tier 2 data centre. Existing on site servers (Eg Sync Servers) will also be managed.

- The servers will be configured to send status messages and alerts to our network operations center (NOC). These status messages will be monitored.
- If a problem is detected, we will attempt to resolve the problem using an escalating series of actions.
- If the problem requires extensive work to resolve, and falls outside the scope of this agreement, we will prepare a separate budget for your approval. An example would be if a system that is out of warranty experiences a hardware failure and needs to be repaired.
- We will update relevant software and hardware components on each covered machine with certified manufacturer updates, patches and/or fixes, as they are made available. Prior to updating your systems, we will test updates to ensure they do not adversely affect technology operations
- We will monitor critical fileserver logs, Internet access, the Exchange e-mail system, tape backup, virus logs, switches and the UPS.
- We will maintain fileserver virus updates, the tape database, storage, the e-mail post office, operating system patches, server monitoring agents, performance, availability and other relevant system resources.
- Agenda IT guarantees in the event of a hardware failure, an OS security exploitation, or a server-side virus infection that you will not be billed for the labor required to restore your server to the point provided by the last good and available backup. Furthermore, the customer reserves the right to request that the disaster recovery service be delivered during business hours, nights, and/or weekends. Agenda IT will attempt to the best of its available resources to meet the customer's scheduling requests.
 - a. Servers will be available from 24/7
 - b. Server maintenance will be applied after 7p.m. Monday to Saturday, or on Sundays. AT a time agreed with customer

MSD - DESKTOP MANAGED SERVICES

Agenda IT will perform managed services on customer's supported user machines.

- A final list of supported machines will be provided after our system audit is complete and reviewed with you.
- If remediation services are needed to resolve specific machines issues, they will be covered under a separate remediation agreement.
- All machines covered under this agreement will be standardized to support only those applications required by the business. Once a machine is standardised, it will be locked down so no modifications can be made by anyone. Requests for modifications can be submitted to the help desk and reviewed on an as needed basis.
- If a machine is not covered under a valid manufacturer warranty, and it is not possible to remediate machines issues, you may have to purchase a replacement machine or the machine will not be covered under this agreement.
- Desktops will be available from 24/7.
- Desktop maintenance will be applied after 7p.m. Monday to Friday, or on weekends, at a time agreed with customer

What is Covered and Not Covered

- Parts and labor are covered for all TSR's and managed services tasks executed on end user standard machines holding a valid manufacturer's parts and labor warranty.
- Parts and labor are not covered for machines or other devices that do not have a valid manufacturer warranty. For example, an end user calls and registers a call that their hard drive is broke. After responding to the call, we determine the hard drive is broke, and the machine is not under warranty. We will respond to the call to determine this information and then generate a budget to resolve the hard drive hardware problem on the out of warranty device.
- If a machine or is under warranty, we will manage the manufacturer technical support resources to repair the broken hardware and then we will restore the device to working condition using standard machine restoration services. .
- Rollouts of new PC's or laptops, prototypes of devices not previously in use at customer's, capital projects and other items not specifically mentioned here, are not covered under this MSD budget. These items will be budgeted under separate cover, as needed, with separate approvals required.

MANAGEMENT REPORTING

- Agenda IT will review management reports monthly, on a scheduled basis. Management reports yield information on the tasks being executed by the service desk.
- Monthly reports will be emailed to authorized Link FX users and review meetings will be held as necessary.
- Monthly reports will be in line with FCA requirements

SERVICE LEVELS

To ensure problems or issues with covered machines do not impact the operation of the business, the following service levels will be provided:

- 1 hour response to user email requests.
- If a user calls in, we will gather relevant information to resolve the problem during the initial call.
- 4-hour onsite response for when file servers or core network hardware is not operational and users cannot work.
- Next business day response for when users cannot work due to machine problems that cannot be resolved remotely.
- Scheduled responses to non-critical problems, as needed.
- Each machine will be updated with suggested manufacturer updates within 14 days of release and after testing reveals no issues with the updates. If there is an issue and we cannot execute system updates, we will inform you within the same time frame.
- Servers will be available and accessible from 24/7.
- User desktops will be available from 24/7.
- Each user call and MSD task executed will be recorded. We will review the results of the MSD services delivered.
- A ticket will be issued for each incident and all tickets will be referenced in the monthly reports.

HOURS OF COVERAGE

- MSD coverage hours are 7:30 a. m. to 5:30 p. m., Monday to Saturday. Coverage will not be provided on bank & public holidays, Sundays and after hours unless specifically requested.
- Our machine management agent and other basic management tools must be setup on your fileserver(s) and user machines. This provides us the ability to monitor and manage your technology infrastructure. No charge will be levied for this setup
- Agenda IT will regularly install patches and critical updates to your server to help ensure that you are guarded against the latest vulnerability threats. For many of these updates to be installed properly your server must be restarted. Agenda IT will restart your servers, as necessary, between our regular maintenance window of 7PM and 7AM Sunday through Saturday. If the expected downtime is greater than 15 minutes then Agenda IT Managed Services staff will contact you to inform you of the outage. You reserve the right to request that Agenda IT reschedule the outage to align with your business needs.

GENERAL CONDITIONS

- Any hardware and/or software product support proving to be unreliable and problematic may need to be replaced if it needs to be supported by the MSD. We will review unreliable and problematic machines as needed, or during our regular review meetings.
- In order to begin the MSD service, we will audit your network and populate our MSD database with information on the components of your technology infrastructure, including user name and machine details and relevant historical information. As a result, every call and/or service provided can be tracked against the component and user serviced.
- Agenda IT reserves the right to bill for labor incurred during a server recovery if circumstances surrounding the customer's server failure meet the following codifications in whole or in part:
 - Environmental failure events that render hardware unusable.
 - Force Majeure events beyond Agenda IT reasonable control, including but not limited to Acts of God, government regulation, labor strikes, natural disaster, war, and national emergency.
 - Any act or omission on the part of any third party other than Agenda IT.
 - Agenda IT will hold and be responsible for administrators data, passwords and accounts.

Non-Solicitation

- Link FX acknowledges that Agenda IT has a substantial investment in its employees that provide Services to Customer under this Agreement and that such employees are subject to Company's control and supervision. In consideration of this investment, Customer agrees not to solicit, hire, employ, retain, or contract with any employee of the other, without first receiving Company's written consent.

PAYMENT TERMS

- Invoices will be sent electronically on the first of the month and are due within 14 days, via Direct Debit.
- If payments are not made in a timely fashion, we reserve the right to cancel the service.

AGREEMENT

Terms and Conditions of Trading

1.0 DEFINITIONS

In this Agreement the following terms shall have the following meanings: -

"the Company" Agenda IT Group Limited (Company No. 4580474)

"the Customer" means the Customer specified in Schedule A

"the Agreement" means the agreement between the Company and the Customer which incorporates these Terms and Conditions

"Confidential Information" means all information that each party provides to the other which is either expressed to be confidential or by its very nature is confidential

"the Equipment" means the Equipment specified in Schedule A

"the Services" means the maintenance services to the Equipment referred to in clause 2.

"the Enhancement" or "the Up-grade" means the addition to the Equipment memory, co-processors, optional cards, manufacturers modifications and/or any other changes to the technical specifications or configuration of the Equipment

"the Fee" means the charges specified in [clause 3 and Schedule A] together with any additional charges which may become payable pursuant to Clause 4.2

"the Site Address" means the address set out in Schedule A

"the Term" means the duration of the Agreement as referred to in Schedule A

"the Renewal Date" means the date on which the Term (or any renewal of the Term) expires.

"the Service Commencement Date" means the date from which the Company is under an obligation to provide the Services to the Customer as detailed in Schedule A.

2.0 THE SERVICES

2.1 The Company shall provide the Services to the Customer during the Term.

2.2 The Customer acknowledges that for the first two weeks of the Term beginning on the Service Commencement Date ("the Integration Period"), the Company needs this time to process the Customer's requirements into the Company's systems and procure any additional spares required to enable the Company to provide the Services. During the Integration Period, the Customer accepts that the Company shall use its reasonable endeavours to provide the Services.

2.3 The Services to be provided to the Customer consists of corrective maintenance in respect of faulty materials or workmanship in relation to the Equipment and includes all repairs which may be reasonably necessary including the supply and fitting of replacement parts. Those replacement parts may be refurbished or reconditioned parts. An engineer will attend the Site Address within the times specified in Schedule A, after a request made to the Company has been received in respect of an Equipment fault. When replacement parts are fitted the parts removed shall immediately become the property of the Company. The Company reserves the right to use equipment of a similar or higher specification if exact spares are unavailable for any reason.

2.4 In the event of the Customer requiring the Company to provide the Services to additional equipment, then such equipment shall be listed on an additional schedule and shall be deemed to form part of this Agreement.

2.5 The Services include maintenance of the Equipment which is necessitated as a result of fair wear and tear only. Any repair and/or replacement of the consumable items listed below are excluded from the Services and will be subject to additional charges;

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

- developer kits
- print heads
- fuser units
- print wheels
- ink bottles / ink
- Ribbon Masks
- Transfer Belts
- print shields
- ink cartridges
- print bands
- re-chargeable batteries
- cathode ray tubes
- Terminal / PC Accessories such as: screen filters, mouse mats, holsters, monitor arms

2.6 The Company warrants that it will perform the Services with reasonable skill and care and will exercise that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances.

2.7 The Company will not be responsible for the repair or replacement of any consumable items.

2.8 All work carried out shall be acknowledged by the signature of a duly authorised representative of the Customer.

2.9 This Agreement is to be signed by both parties when the Equipment is sold or delivered to the Customer by the Company and shall become effective immediately following such signatures or upon full payment of the Fee.

2.10 In the event of this Agreement being entered into at any time subsequent to the sale or delivery of the Equipment to the Customer by the Company or where the Customer has installed equipment themselves then the Company reserves the right to undertake an inspection and satisfactory report by an engineer of the Company on the following conditions:

a) Should the Company not require an inspection or if the inspection reveals the Equipment to be in working order then this Agreement shall immediately come into force. Where the Customer has installed the Equipment any subsequent fault calls that are the result of incorrect set-up and configuration of the Equipment will not be covered by this Agreement and any remedial work will be subject to the rates in force at that time; or

b) If the inspection reveals, in the sole opinion of the Company's engineer, that the Equipment is in need of repair then the Company shall notify the Customer and, if the Customer requires, the Company shall carry out such repair work. Such inspection and repair work to be charged to the Customer at the rate from time to time in force by the Company and any parts supplied shall be charged based on the then current prices and this Agreement shall come into force upon the signature of a duly authorised representative of the Customer.

2.11 If there is a failure or deficiency in the supply of the Services by the Company, the Customer shall always provide the Company with a reasonable opportunity to correct such failure or deficiency.

2.12 Where repairs cannot be effectively conducted at the Site Address, the Company reserves the right to install loan equipment of similar specification whilst repairs are conducted.

2.13 If loan equipment is installed the Company will use reasonable endeavours to ensure that the repair works are completed within 21 days.

3.0 FEES

3.1 The Fee payable by the Customer to the Company shall be paid as set out in Schedule A.

3.2 If in the opinion of the Company the Services are required by a Customer as the result of any misuse or neglect of, or accident to the Equipment, or due to the Customer not adhering to Clauses 6.1 to 6.4 inclusive, or other third party hardware related problems, the Company reserves the right to charge an additional Fee in relation to the provisions of the Services.

3.3 The Company reserves the right to charge an additional Fee for a maintenance call to a system that has been moved to a new location and not installed by the Company if the Company shall reasonably determine that the problem was caused by the transportation or re-installation of the system.

3.4 In the event of additional Fees becoming due, those fees will be charged at such rates as the Company shall from time to time specify.

3.5 Any invoices rendered by the Company shall be paid by the Customer in full (without any set-off or other deduction) within 30 days of the date of the invoice.

3.6 If payment is not made on the due date, the Company shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 3% above the base rate from time to time of the Barclays Bank plc from the due date until the outstanding amount is paid in full.

3.7 In addition to the Company's other rights, it may (by notice in writing) suspend the provision of the Services and/or terminate this Agreement if any invoice raised by the Company is overdue.

4.0 UP-GRADES AND ENHANCEMENTS

4.1 Where Up-upgrades or Enhancements are made to the Equipment by the Company they shall be deemed to be included in the definition of "Equipment" in Clause 1 and shall become subject to the terms of this Agreement for the unexpired Term of the Agreement from the date of the Up-grade or Enhancement.

4.2 The Fees shall be increased to such sum as the Company shall require to take account of the Up-grade or Enhancement referred to in Clause 4.1 above.

4.3 The Customer will notify the Company in writing forthwith of any Enhancement or Up-grade made to the Equipment which is installed by any third party.

4.4 Up-upgrades and Enhancements made to the Equipment pursuant to Clause 4.3 shall be included within the definition of "Equipment" in Clause 1 and shall only become subject to the terms of this Agreement upon a satisfactory report by an engineer of the Company on the effect of the Up-grade or Enhancement on the Equipment.

4.5 The inspection and report referred to in Clause 4.4 shall be charged to the Customer at the rate specified by the Company from time to time and shall be paid in addition to the sum referred to in Clause 4.2.

5.0 EXCLUSION OF LIABILITY

5.1 The Company shall not be liable for loss or damage arising from any stoppage or breakdown of the Equipment with the exception of personal injury or damage to property caused directly by the negligence of the Company or its servants or agents.

5.2 The Company shall not be responsible for any consequential loss resulting from breakdown of the Equipment, loss of use of the Equipment, loss of or corruption of data, cost of recovering software, damage to consumables or media or otherwise whatsoever.

5.3 The Company is not liable for manufacturers defects or the resultant use thereof.

6.0 CARE OF EQUIPMENT

6.1 The Customer shall at his own expense give the Company full and prompt access to the Equipment to enable the Company to provide the Services.

6.2 The Customer will take care of the Equipment and will operate it in a suitable environment as recommended by the manufacturers of the Equipment.

6.3 The Customer will operate the Equipment with a suitable stable power supply free from surges and fluctuations as recommended by the manufacturers of the Equipment.

6.4 No alterations shall be made to or parts fitted or adjustments made or repairs carried out to any parts of the Equipment except with the prior consent of the Company.

7.0 CUSTOMER'S RESPONSIBILITIES

7.1 The Customer shall:

7.1.1 provide the Company (and its agents and sub-contractors) with such information, co-operation, assistance, facilities and computer resources as it reasonably requires enabling it to perform the Services;

7.1.2 prepare the premises for installation of the Equipment to be worked on by the Company;

7.1.3 give prompt attention to any matter raised by the Company relating to Customer's obligations and the performance of the Services;

7.1.4 comply with any laws and regulations applying to the Customer's business; and

7.2 To the extent that the Customer does not fulfil its responsibilities under the Agreement, then (without prejudice to the Company's rights and remedies):

7.2.1 The Company reserves the right to charge the Customer for resources assigned to performing the Services even if not utilised;

7.2.2 The Company reserves the right to change the scope of the Services or any timetable for their performance (but the Company shall consult with Customer and act reasonably in doing so);

7.2.3 The Company's Fees and any estimates may be affected; and

7.2.4 The Company will be relieved of its obligations to the Customer to the extent that the Company is prevented from performing the Services in accordance with the Agreement.

8.0 THE TERM AND TERMINATION

8.1 Subject to Clauses 8.2 and 8.3 the terms of this Agreement shall commence on the date as stated in Schedule A. The Agreement will automatically be renewed at the end of the Term for a period of time equivalent to the Term unless written notice to the contrary is received from the Customer no less than 90 days before the Renewal Date.

8.2 The Customer shall give the Company at least 90 days notice in writing prior to the removal of any Equipment from the location specified as the Site Address. Should the proposed location of the Equipment be unacceptable to the Company for maintenance purposes, the Company reserves the right to terminate this Agreement with effect from the date of removal of the Equipment.

8.3 Without prejudice to any other right or remedy contained in this Agreement the Company will have the right to terminate this Agreement:

a) in the event of the non-payment by the Customer of any sums due to the Company pursuant to this Agreement
or

b) if the provisions contained Clauses 6 and 7 (inclusive) are materially breached
or

c) if the Customer shall be liquidated wound up or have a petition for winding up presented against it or have its assets sequestrated or pass a resolution for winding up or summon a meeting to pass any such resolution or have a Receiver or Administrator appointed or if the Customer shall convene a meeting of his or its creditors or execute a Deed of Trust or Assignment in favour of or enter into or attempt to enter into any arrangement or composition with his or its creditors or if any steps should be taken to levy a distress or if a distress should be levied or threatened to be levied on any goods of or in the possession of the Customer of rent rates or taxes or if any steps should be taken by a judgement creditor of the Customer to levy execution or other legal process upon the goods of or in the possession of the Customer.

8.4 The termination of this Agreement (whether under this Clause or otherwise) shall not relieve either party of any obligation already incurred under this Agreement and failure by the Company in any one or more instances to terminate this Agreement on account of any default or breach by the Customer shall not constitute a waiver of the same or of any default or breach.

8.5 Upon the termination or expiry of this Agreement, however caused:

8.5.1 the Customer shall pay all Fees and other charges payable (including the Fees set out in Schedule A in their entirety) forthwith without deduction or set off any such amounts; and

8.5.2 termination or expiry shall not affect any accrued rights or liabilities of either Party at the date of termination or expiry.

9.0 CONFIDENTIALITY AND USE OF INFORMATION

9.1 Each party shall, in relation to the other's Confidential Information (and except as required by law or regulatory body): keep it secret and confidential; use it only for purposes connected to this Agreement and shall not disclose it to third parties without the other's prior written consent.

9.2 Each party shall, on written request, either return or destroy the other's Confidential Information in its possession, except that each party shall be entitled to keep copies or records for archive purposes (and such copies shall continue to be Confidential Information).

10.0 CANCELLATION

In the event of the Customer booking installation work and/or the Services but subsequently cancelling the same (whether temporarily or indefinitely) then the following cancellation charges shall immediately become due and payable:-

Time Charge

Cancellation within 24 hours of work commencing 75% of invoice value

Cancellation within 24 hours - 96 hours of work commencing 50% of invoice value

Cancellation exceeding 96 hours of work commencing 25% of invoice value

11.0 GENERAL

11.1 This Agreement shall not be assigned or transferred in any manner by the Customer without the prior written consent of the Company and any such assignment or transfer shall not excuse either party from liability for the due performance and observance of any provision expressed herein on their part to be observed or performed up to the date of assignment or transfer. The consent of the Company shall not be unreasonably withheld. The Company shall be entitled to assign or transfer the benefit of the Agreement.

11.2 The Customer hereby waives all and any existing and future claims and rights of set-off against any payment due hereunder and agrees to pay the Fees and other amounts due hereunder regardless of any equitable set-off or cross-claim the Customer may have against the Company.

11.3 The foregoing Terms and attached Schedule shall form the entire maintenance agreement between the Company and the Customer and may only be amended or supplemented in writing executed jointly by an authorised representative of the Customer and an authorised representative of the Company.

11.4 The Company reserves the right to sub-contract the maintenance of any part of or all of the Equipment to third parties.

11.5 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

11.6 Any notice or other document to be given by delivering the same by hand or by sending the same pre-paid registered post, facsimile or telex to the address of the relevant party set out in this Agreement or to such other address as such party may have notified in writing to the address as such party may have notified in writing to the other. Any notice delivered by hand shall be deemed delivered the same working day and any notice sent by post shall be deemed in the absence of evidence of earlier receipt to have been delivered 2 working days after dispatch, and in proving the fact of dispatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted. Any notice sent by facsimile shall be deemed to have been delivered on the first working day following its dispatch. The working day shall be construed as Monday to Friday 09.00 to 17.00 hours, excluding Public and Bank holidays.

11.7 Neither party shall be liable to the other for any delay, loss or damage caused by acts of God, strike, civil commotion, war, fire, explosion, sabotage, storm or flood.

11.8 No term of this Agreement is intended expressly or by implication or other inference to purport to confer a benefit or right of action upon any third party. No such third party (whether or not in existence at the date of this Agreement) is named or described herein. The Contracts (Rights of Third Parties) Act 1999 is expressly excluded to the fullest extent permitted by law.

11.9 This Agreement shall be governed and construed in accordance with the Laws of England and the parties submit to the jurisdiction of the English Courts.

Signed for on behalf of Agenda IT

Date

Signed for on behalf of Customer

Date