

Email	support@blackbearitsolutions.co.uk
In Hours Support Out of hours Support	Telephone : 01524 889158 Telephone : 0871 464 0841

3.1 Hours of cover:

Black Bear technical support is available between the hours of 9:00am to 5:00pm, Monday to Friday, excluding Public Holidays and between 25th December to 1st January. Where applicable extended support hours will be mirror those on the clients support contract.

Clients may also call our 24/7/365 emergency support line on 0871 737 0871 outside of working hours, support on this number is not included within contracted support and is chargeable at £200 + VAT per hour. The call handler will inform you of the charge before passing your request to our engineers or will log your issues to be worked on within working hours

3.2 Query logging:

In order for Black Bear to provide an effective support service it is important to provide as much information as possible to assist in the diagnosis of the problem, queries may be logged via email or by telephone where e-mail is not available. Extended hours cover issues should be raised as per the clients support contract where applicable (See above).

At the point of logging the query, the customer must provide full and accurate details of the problem being reported including:

- Date and time of occurrence
- Details of the problem experienced or what was trying to be achieved
- Frequency / scale of the problem

3.3 Queries logged by telephone:

Once the full details have been provided, the Black Bear team member will:

- Log the call within the Black Bear helpdesk system
- Assign a ticket priority, based on the query classifications
- Provide a reference number, ticket priority and time of call logging
- Perform 1st line troubleshooting and diagnostics with the help of the caller to attempt to resolve the problem, or gather enough information to do so after the call
- If the query cannot be resolved during the initial telephone conversation, the query will be placed in the support queue, and dealt with according to query priority. The caller will be contacted with query updates and resolution, according to the ticket handling procedures described below.

3.4 Queries logged by email

Once the email has been sent to support@blackbearitsolutions.co.uk, the Black Bear Helpdesk system will automatically:

- Log the query within the Black Bear Helpdesk system
- Assign a ticket priority
- Provide a reference number, ticket priority and time of query logging

The query will then be placed in the support queue and dealt with according to call priority. The caller will be contacted with query updates and resolution, according to the ticket handling procedures described below.

If the problem is logged by email and is not clear, the customer will be contacted by telephone and /or email to clarify the query. If the email is received outside working hours, Black Bear will treat the email as if it had been received at the start of the next working day.

- To send or procure the sending of any unsolicited advertising or promotional material other than in the case of the Customer to its own customers;
- To take action in a way that does not comply with any other instructions Black Bear or any third party service providers have given;
- In a way that in Black Bear's reasonable opinion could materially affect the quality of any service, including the Service, provided by Black Bear or any third party service providers.

The client agrees to comply with any end-user license agreements for any software or hardware provided with the Service. Copies of agreements are available on request. This excludes the remote monitoring software which is provided, which Black Bear take full responsibility for.

8. Cancellation and Refunds

The minimum term of all services in this contract is 36 months, unless otherwise agreed in this contract. Please refer to Page 1 for contract terms. Cancellation of the account within the initial contract period will result in a charge equivalent to the contracted monthly payment for the remainder of the contract. No files, e-mail or other customer data or software will be released until full payment is made.

8.1 Cancellation Notice

Services may be terminated by either party on giving at least 3 months notice to the other expiring on the last day of the Initial Contract Term. If the client does not give notice, all charges up to the contract expiry date will be due immediately.

Black Bear IT Solutions reserves the right during the Initial Contract Term and at any time thereafter to terminate this Contract by giving to you not less than 3 months prior written notice of termination.

After the expiry of the Initial Contract Term you may terminate the Service by giving not less than 3 months prior written notice of termination.

Your notice does not avoid any other liability for Service already provided.

Black Bear will work with other providers should the client decide to move their systems, but will only do so when all invoices are settled and reserves the right to charge our standard labour fee for the time taken to support and/or move services to the other provider.

9. Responsibility for Client Data

Black Bear IT Solutions will be responsible for maintenance and monitoring to ensure no loss of data, where the client has ensured the data is in a location which is backed up by our systems. Black Bear IT Solutions cannot be responsible for the loss of data due to viruses or client's users malicious use. Our backup systems work to a 99.9% uptime guarantee.

Black Bear IT Solutions reserves the right to revise the above terms and conditions at any time with 30 days notice to the client. The client may cancel the contract without notice or penalty if they do not agree to accept the revised terms and conditions.

Terms and Conditions

References to "Client" in the attached Terms & Conditions shall be construed to mean the client named on Page 1 above and/or any representative or employee of that client as applicable.

References to "Service Goal" in the attached Terms & Conditions shall be construed to mean the period of time provided by Black Bear which will have been advised on the correspondence from Black Bear for a break in services, for example planned maintenance.

References to "Initial Contract Period / Initial Contract Term" in the attached Terms & Conditions shall be construed to mean the length of the term at which is stipulated on Page 1 of the contract. After this time, your monthly charges will fall into out of contract terms and price increases may be introduced.

1. Introduction

This Service Level Agreement (SLA) is offered to all Clients that wish to have Data Centre Software as a Service provided by Black Bear IT Solutions Ltd at one or many of its Data Centres located in the UK.

2. Service Description

Black Bear will maintain and support the hardware and software, together with their data centre partners, related to the running of the datacentre and its connection to the client.

2.1 What is included:

Provision of software server infrastructure and the underlying hardware infrastructure to allow full remote access and use of the server to the client. Supply and renewal of all relevant software licencing for the service supplied.

Where applicable:

- Software support for the Hypervisor or server hardware system that allows the clients server or application to run on the datacentre hardware.
- Software and hardware support for the backup devices and internet security devices in the datacentre.
- Creating and maintaining adequate backup and disaster recovery provisions for the client's data. This will be stored at the datacentre and at other secure locations in the UK Only.

2.2 What is NOT included:

Support for any applications running on the hosted environment. This SLA does not cover support of Windows servers, email servers, database servers, webservers, or any other applications running on the datacentre hardware. The Black Bear IT support contract will cover this area.

2.2.1 Black Bear Responsibilities:

We aim to treat all our clients with respect and dignity and provide information in a clear and accurate manner.

Any complaints should be addressed to our General Manager, who can be contacted by any of the method in the contact section below. Complaints are taken very seriously as Black Bear and will be dealt with quickly and confidentially.

2.2.1.1 Client Responsibilities:

The Client must provide a point of contact to be able to liaise with regarding any issue with equipment or software. This contact must also be able to action requests for work or hardware orders.

All IT equipment supplied to the client site(s) must be kept in a clean and safe environment.

If the Client wishes Black Bear to install software, the Client must show proof of licensing where applicable, or sign a disclaimer sighting that they are licensed.

Payment must be by direct debit. If payment is not made every month all service levels and responsibilities are void.

3. Client Support Desk

The Black Bear Technical Support Team is the primary point of contact for all incident logging, requests or queries relating to the services being provided to you. They can be accessed via the methods in the table below:

4. Ticket Handling & Response Time

All tickets are allocated a ticket priority by Black Bear at the time of logging. Below is a description of the priorities, these are maximum times, average times where possible be under 30 minutes response time.

Priority	Example	Target Response Time	Target Fix Time
High	Server failure or major outage	1 hour response	8 hour fix
Medium	Backup device not working	4 hour response	Next Client day after first response
Low	Change IP address of remote user	Next Client day response	Within 2 working days after first response

5. Scheduled and Preventative maintenance services

Preventative Maintenance will be carried out on key firewall and server hardware components. This is typically reflected in updated firmware/software revisions and Best Practice configuration updates.

Unavailability of the Service due to Scheduled Maintenance or the failure of any component or components beyond the reasonable control, (e.g. but not limited to your access or Internet problems), shall not count against the Service Goal. Scheduled Maintenance shall mean maintenance work performed by Black Bear, within the published change windows, and for which you will be sent advance notification in writing or by email.

Problem Management is used to resolve problems quickly and effectively. It is used as a way to prioritise Provider resources, allowing the most severe problems to be resolved first. It also ensures effective communication of Service affecting problems throughout the Service Delivery Channel.

6. General Terms

The server space is for the client use only. Client must not divulge their personal passwords to any other person and should take reasonable precautions to ensure that it is not discovered by others.

Black Bear shall not be held liable for any loss or damages caused by the use or misuse of services by clients or their users.

When the clients account is closed, all files (including web pages, etc.) will be deleted after 28 days.

To protect the client's privacy Black Bear will never distribute your name or e-mail address to any third parties.

Users must not participate in any form of un-solicited bulk e-mailing or spam; such practice may result in denial of service.

By logging into an account, or uploading files to it, you are indicating your acceptance of these Terms and Conditions.

7. Abuse of Service

The client must not use the Service in a way that does not comply with the terms of any legislation or any license applicable to the Client. In addition to this, the client must not use this service in any way towards unlawful or fraudulent activity or has any unlawful or fraudulent purpose or effect.

In connection with the carrying out of a fraud or criminal offence against Black Bear, or any other public telecommunications operator, The Client must not use the service:

- To send, knowingly receive, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, confidence, privacy or any other rights;

Black Bear IT Solutions Ltd Business Support Contract Standard Terms & Conditions

References to "Default" means any act, representation or omission by Black Bear IT Solutions Ltd, its officers, employees or agents which is done, made or not done as a result of any act, representation or omission in connection with this Agreement as a result of which Black Bear IT Solutions Ltd is legally liable to the Customer or any third party whether in contract, tort or otherwise. A number of Defaults which together result in or contribute substantially the same loss or damage shall be treated as one Default occurring on the date of occurrence of the last such default.

1 Support Services

1.1 Hardware, software and systems covered

Black Bear IT Solutions Ltd will provide support for all systems or software. Any material changes to the system configuration without Black Bear IT Solutions Ltd being informed will render that system excluded from the Support Contract. It is the Customer's responsibility to ensure that all systems or software not installed by a Black Bear IT Solutions Ltd engineer is compliant and free from corruption and to notify Black Bear IT Solutions Ltd of any new systems, hardware or software or it will not be supported.

1.2 Supply of parts or software

Where parts are to be purchased on behalf of a Customer, the Customer will be responsible for all costs including VAT and delivery. Payment for parts or software shall be made prior to ordering the equipment, although Black Bear IT Solutions Ltd may accept normal invoiced payment in urgent cases and at its discretion. Delivery times cannot be guaranteed and no liability can be accepted for consequential damages caused directly or indirectly by late deliveries whatever the cause. Black Bear IT Solutions Ltd warrants replacing defective goods within the manufacturer's "returns" period which ranges from 0 to 3 days depending on the source of the goods. The Customer shall also return all warranty cards and execute all licenses with the manufacturers of all and any hardware or software provided by Black Bear IT Solutions Ltd under this Agreement.

1.3 Retention Of Property

The property purchased on behalf of the customer remains with Black Bear IT Solutions Ltd until payment has been made in full. On delivery of the equipment to the customer's designated address the customer becomes responsible for ensuring that it is housed in a safe appropriate place. If at any time it appears that the equipment has been tampered with by either the customer or a third party not in accordance with this agreement then Black Bear IT Solutions Ltd reserve the right to remove the equipment without prior notice.

1.4 Installation

Damaged parts (not having been supplied by Black Bear IT Solutions Ltd) being installed by Black Bear IT Solutions Ltd, and subsequent damage to Customers' machines resulting directly from the installation of the damaged parts are not covered by this warranty.

1.5 Back-ups and Anti-virus software

Unless agreed between the Parties in writing, it is the Customer's responsibility to ensure that back-ups and anti-virus software are operating correctly. This is a regular function that can be achieved either by the Customer or by booking a specific technical callout for this purpose.

1.6 Response times

Support Contract Hours, unless otherwise set out above, are from 9:00 am – 5:00 pm, Monday to Friday. No contract support is provided on Saturday or Sunday, unless agreed above. Work performed for Customers outside these hours will be charged at different rates, contracted hours do not include out of hours support unless agreed above. Unless specifically mentioned above we do not provide contract cover over the following dates: -

- Bank Holidays
- 25th of December to 1st of January, inclusive.

Clients may also call our 24/7/365 emergency support line on 0871 737 0871 outside of working hours, support on this number is not included within contracted support and is chargeable at £200 + VAT per

- 3.2 The Customer accepts that it is its responsibility to select how the Services meet its specific requirements. Except as expressly provided in this Agreement, all conditions, representations and warranties (express or implied, statutory or otherwise) are excluded to the extent permitted by law including without limitation any implied warranties or conditions as to quality, fitness for purpose or reasonable care. Clause 3.1 shall not apply where the supplied products are not used in accordance with the instructions of the manufacturer or Black Bear IT Solutions Ltd; the supplied product is altered, modified or converted by the Customer or a third party; a malfunction in the system resulting from a malfunction of a third party's or the Customer's equipment or software; the supplied product is no longer a version or release that is being generally supported by Black Bear IT Solutions Ltd.
- 3.3 The Customer shall always inform Black Bear IT Solutions Ltd of any Default and afford it a reasonable opportunity of correcting that Default including, without limitation, the option of replacing the supplied products or correcting any defect in the same.
- 3.4 Black Bear IT Solutions Ltd will be liable as under British Law for actions it provides which cause loss of business resources or cause the business to suffer loss of revenue or profit only up to a maximum of the losses the customer can prove have been accrued and only up to maximum of £1000,000.
- 3.5 Except in respect of payments due under this agreement no action may be brought by either party against the other more than two years after the cause of action has accrued.
- 3.6 The Customer acknowledges that:
- 3.6.1 The price for the Services has been calculated on the basis that Black Bear IT Solutions Ltd excludes and/or limits its liability to the Customer in accordance with this agreement; that the exclusions and limitations contained in this Agreement are fair and reasonable in all the circumstances known at the date of this Agreement; it is not possible to foresee and provide in the agreement (in particular by way of adjustments to the price of the materials) for all contingencies which may give rise to loss, damage or liability.
- 3.6.2 Each of the limitations and exclusions set out above is to be construed as a separate limitation or exclusion, applying and surviving even if for any reason one or other of the limitations or exclusions is held inapplicable or unreasonable in any circumstances, and shall remain in force despite termination of this agreement.
4. **Assignment**
- 4.1 The Customer shall not assign or otherwise seek to transfer this Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior consent of Black Bear IT Solutions Ltd. Black Bear IT Solutions Ltd may assign or subcontract all or part of the Services to whomever in Black Bear IT Solutions Ltd's reasonable opinion is qualified to provide the Services.
5. **Confidentiality & Waiver**
- 5.1 Black Bear IT Solutions Ltd shall exercise all reasonable care in keeping information supplied by the Customer confidential and preventing access thereto by unauthorised persons.
- 5.2 Black Bear IT Solutions Ltd's failure to insist upon the strict performance of any of the Customer's obligations under the Contract shall not be construed as a waiver and shall not affect Black Bear IT Solutions Ltd's rights to require strict performance of such obligations.
- 5.3 The Customer shall pay to Black Bear IT Solutions Ltd all expenses, including cost of employee's time and legal costs on a full indemnity basis, incurred by or on behalf of Black Bear IT Solutions Ltd in enforcing the provisions of this Contract.

10. Black Bear Employees

- 10.1 Any Black Bear IT Solutions Ltd employee who works at any time for the customer named above cannot be offered a position with the above named customer company or any company associated with employees of the above company for 6 months after they leave Black Bear IT Solutions Ltd employment without paying an additional 1.5 times the Black Bear IT Solutions Ltd yearly salary of said employee.
- 10.2 Should a Black Box employee leave Black Bear IT Solutions Ltd to move to a third party company or setup their own company the customer named above cannot move their support to the third party company without paying 1.5 times the Black Bear IT Solutions Ltd yearly salary of said employee
- 10.3 Clause 10.1 and 10.2 should be seen as “finders fees” for the employee who moves to the customer and as such no contract support will be given to the customer for the payment received for the employee.
- 10.4 The normal notice period as set out in clause 7.1 above will also be enforced when clause 10.1 or 10.2 is in effect. Customers can again terminate their contract early at 85% of the remaining contract charges as well as 1.5 times the Black Bear IT Solutions Ltd yearly salary of said employee as in clauses 7.1, 10.1 and 10.2.

11. Hosted Servers and other Hosted Products

- 11.1 All hosted server and other hosted products have a minimum term of 24 months unless otherwise agreed, early cancellation will require all remaining contractual payments to be made before clients data/domain names etc. will be released. After the initial term a minimum of 3 months cancellation period applies. Product costs in this contract are valid for the initial term. A 6 monthly review shall take place as pre arranged by the customer and Black Bear IT Solutions, and the client will be given 1 month's notice of any changes to cost during which time the client can cancel without notice.
- 11.2 Hosted Servers/Products are the property of Black Bear IT Solutions Ltd and should the contact be cancelled or payment not be made all services will cease. It is the client's responsibility to ensure payment is made on time. All data is kept secure through passwords, encryption and physical security measures and where selected as an option will be backed up by Black Bear IT Solutions Ltd, however they have no liability for data lost or for downtime while data is recovered. Black Bear IT Solutions will minimise downtime of servers/hosted products and where unavoidable will give where possible at least 24 hours notice. However in emergencies or through outages beyond Black Bear IT Solutions' control Black Bear IT Solutions Ltd have no liability for costs incurred by the client during this time.
- 11.3 Hosted services can be amended at your request dependent on your requirements, and any such amendments will be reflected and charged on your monthly invoice. Subsequently, any amendments will also be reflected on the direct debit payments taken from you, and as the customer you will be informed of any direct debit changes 7 days in advance.

hour. The call handler will inform you of the charge before passing your request to our engineers or will log your issues to be worked on within working hours.

Response times provided under this contract will be 4 working hours from the time of the call received, whereby response is the response by Black Bear IT Solutions Ltd for a request for support. Black Bear IT Solutions Ltd will use reasonable endeavours to respond and resolve individual problems under the 4 working hours of the request for support being logged by telephone and the Customer recognises that certain problems, due to their nature, are not resolvable within the 4 working hours. Examples of such issues include service outages from third party providers, such as ISP's or other hardware failures. The Customer is responsible for ensuring that calls are logged as soon as practicable. 4 hour response time refers to phone or remote support should an engineer be required onsite we will provide this within 3 working days, except where the customer is unable to function due to the problem in which case an engineer will be onsite within 4 working hours.

If a solution is not reached in the initial support period, the support engineer may arrange another time, with agreement of the client, to return with a solution to the problem. The support engineer has the final decision as to whether the initial support period is by callout or telephone. The support engineer has the final decision as to whether the additional support period is at another time and date.

If the support engineers are currently engaged on other support calls, then they will seek to contact any new support calls as soon as possible to assess their situation.

Response times set out herein are subject to delay due to strikes or other forms of industrial action or other natural events occurring which may restrict our ability to provide services. Inclusive initial support is defined as either a callout to the client's pre-defined address, via remote support or telephone support. The inclusive initial support period is included in any one month period, and will begin with the initial support call from the client. The support engineer has the final decision as to whether the initial support period is by callout or telephone. If callout is necessary, travel time and expenses incurred e.g. parking and other expenses, will be additional to the chargeable support period. Where callout is to an address other than the registered address a charge of 45p per mile will be made for travel.

1.7

Software

Black Bear IT Solutions Ltd reserves the right not to install, configure or support any software package for which the client cannot produce valid and sufficient licensing upon request. Black Bear IT Solutions Ltd will only provide support for software which is bespoke on a case by case basis. Response times will not apply to software which contains any inherent problems, defects or bugs and Black Bear IT Solutions Ltd will notify the Customer if it reasonably believes this to be the case in relation to specific calls logged.

1.8 Third Party Providers

Black Bear IT Solutions Ltd may from time to time recommend or procure third party services for the benefit of the Customer outside the scope of this contract. Black Bear IT Solutions Ltd shall not be liable for the defaults of any third party provider. Black Bear IT Solutions Ltd will use reasonable efforts to ensure compliance by third party providers of services used by the Customer, however, no warranty, express or implied is given in relation to 3rd party suppliers.

2

Warranty

Black Bear IT Solutions Ltd shall use all reasonable care and skill in providing the Services anticipated under this Agreement.

3

Exemptions and Limitations

3.1

The following clause specifies the extent to which Black Bear IT Solutions Ltd will be liable for Default. Its principal terms are a financial limit on Black Bear IT Solutions Ltd liability (except for death or personal injury), the liability of Black Bear IT Solutions Ltd only for certain defined losses and a time limit applicable to both parties for the enforcement of claims. Black Bear IT Solutions Ltd's entire liability and the Customer's sole remedies, whether in contract, tort or otherwise, shall be as set out in this clause

- 5.4. Where work requires Black Bear IT Solutions Ltd to hold copies of personal data held by the Customer, the Customer must ensure that this is covered under their data protection register entry.

6. Payment

- 6.1 Initial payment will be by cheque, or company invoice, on signing the contract. Subsequent payments will be by direct debit,
and will be due on the 1st working day of each month after the contract signing date i.e. signed on 3rd of April, next payment due on 1st of May, and each subsequent month following. Default on payment will be dealt with under the late payment of commercial debts regulations incurring an immediate £40.00 penalty.
- 6.2 Black Bear IT Solutions Ltd reserves the right to remove equipment installed by them, even if paid for, if the customer defaults
on subsequent payments due to Black Bear IT Solutions Ltd.
- 6.3 On default of payment Black Bear IT Solutions Ltd will withhold support, and be entitled to serve a notice to terminate

7. Termination

- 7.1 Unless otherwise stated above this Agreement runs for a minimum of 12, 24 or 36 months (Stipulated above). After the Initial Term this contract will revert to a monthly rolling contract with no end date. After the initial contract period the customer must
give a minimum of 3 months written notice of termination. Support fees, as defined in Appendix 1, are only applicable for the
length of the contract as mentioned above and Black Bear IT Solutions Ltd has the rights to review these at each renewal. No
refund of advance payments shall be made. Customers can terminate early and pay 85% of the remaining contract charges but
will receive no support for this charge.
- 7.2 Black Bear IT Solutions Ltd reserves the rights to cancel the contract at any time without notice if the contract is breached by the
client.

8. Data Protection Act

- 8.1 Black Bear IT Solutions Ltd may obtain, use, process and disclose personal data about the Customer in order that Black Bear IT Solutions Ltd may discharge the services agreed under this support contract, and for other related purposes including updating and enhancing client records, analysis for management purposes, crime prevention and legal and regulatory compliance. The Customer has the right of access, under data protection legislation, to the personal data that Black Bear IT Solutions Ltd holds about the Customer. For the purposes of the Data Protection Act 1998, the Data Controller in relation to personal data supplied about the Customer is Richard Alford of Black Bear IT Solutions Ltd.

9. Governing Law

- 9.1 This Contract shall be governed by and construed in accordance with English law and the parties hereto irrevocably submit to the exclusive jurisdiction of the English Courts in respect of any dispute or matter arising out of it.