COMM-TECH

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COMM-TECH VOICE & DATA LTD

IT Terms & Conditions

Managed IT Services | For business customers

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1 IT services agreement

The Client and Comm-Tech Voice & Data Ltd agree to the following:

1.1 This agreement will automatically renew for successive 12-month terms unless at least 90 days prior to the expiration of each such term, either party notifies the other party in writing of non-renewal. Comm-Tech Voice & Data Ltd or The Client may terminate this contract at any time, however, should the initial term have not been served, The Client will be liable for early termination charges for the remainder of the term and any charges as per Comm-Tech Voice & Data Ltd standard Terms and Conditions.

1.2 The Client will be invoiced by Comm-Tech Voice & Data Ltd monthly where the invoice is dated the last day of the calendar month. Supplementary expenses may be billed for on-site visits should they be incurred as per Comm-Tech Voice & Data Ltd standard Terms and Conditions.

1.3 Comm-Tech Voice & Data Ltd's hourly rate for additional services is £90 per hour, weekdays 08:30–17:30; evening, weekends and holidays is £180 per hour.

1.4 This agreement covers only The Client's agreed site(s) and its IT assets, services, service hours, and covered days defined within this agreement.

1.5 The addition of locations, IT assets, services, service hours, and covered days not set out in this agreement will require billing as additional services or a project or result in an adjustment to The Client's monthly charges. For example, clients moving to a new location or adding additional users requiring additional routers and networks are projects. All services requested by The Client which are not included in the coverage set out in this agreement will be quoted and billed as separate charges at Comm-Tech Voice & Data Ltd's then hourly rate plus expenses.

1.6 Comm-Tech Voice & Data Ltd will create and maintain network documentation: ongoing documentation of hardware, software, network settings, IP addresses, firewall settings and related network information.

1.7 **Chargeable Recovery Services.** The monthly managed service fee covers the monitoring, maintenance and support set out in this agreement. It does not cover recovery work following events outside Comm-Tech Voice & Data Ltd's reasonable control. The following services are excluded from the monthly fee

and will be charged at the hourly rates set out in clause 1.3, plus any third-party costs, hardware, software or expenses incurred:

(a) **Cyber Security Breach Remediation:** including investigation, containment, malware or ransomware removal, restoration of systems and data, and resetting of accounts and credentials following a security incident or unauthorised access.

(b) **Server Recovery:** including rebuilding, restoring or replacing a server following hardware failure, operating system corruption, power or environmental damage, or failure of third-party software or services.

Where possible, Comm-Tech Voice & Data Ltd will notify The Client that the work is chargeable before it begins. Where urgent action is needed to protect The Client's systems or data, Comm-Tech Voice & Data Ltd may begin work immediately and will notify The Client as soon as reasonably practicable. This clause does not apply where the event was directly caused by the negligence of a Comm-Tech Voice & Data Ltd employee or contractor, which is dealt with under clause 2.5.

2 General IT Terms & Conditions

2.1 **Confidentiality.** During the term of this agreement, and thereafter in perpetuity, neither party shall without the prior written consent of the other, disclose to anyone any Confidential Information of the other. "Confidential Information" for the purposes of this agreement shall include each party's proprietary and confidential information and/or data such as, but not limited to, customer lists, business plans, marketing plans, financial information, designs, drawing, specifications, models, software, source codes, and object codes. Confidential Information shall not include any information that client makes publicly available or information which becomes publicly available through no act of Comm-Tech Voice & Data Ltd or The Client or is rightfully received by either party from a third party.

2.2 The Client and Comm-Tech Voice & Data Ltd both agree that they will not solicit for hire, and they will not hire or otherwise engage any of each other's employees or contractors, either directly or indirectly during any period services are provided under this agreement or in the 24 months immediately following termination of this agreement.

2.3 **Force Majeure.** Neither party shall be liable for any failure of or delay in the performance of its obligations under this agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms, explosions, labour disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third parties or governmental bodies from whom approvals, authorisations, licenses, franchises or permits must be obtained, or inability to obtain labour, materials, equipment, or transportation or illness of Comm-Tech Voice & Data Ltd's technical staff (collectively referred to herein as "Force Majeure"). Each party shall use reasonable efforts to minimise the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.

2.4 If The Client work is substantially changed due to a Force Majeure, Comm-Tech Voice & Data Ltd will evaluate the need for change to IT services to The Client and related change of managed service fees. Recognising there are ongoing expenses to Comm-Tech Voice & Data Ltd of maintaining backups, remote

monitoring, other vendor support software/licensing and availability of engineers to service ongoing needs, Comm-Tech Voice & Data Ltd will review with The Client the need for change of fees if any.

2.5 Comm-Tech Voice & Data Ltd shall not be liable to The Client or any of its affiliates for any damages, whether incidental, direct, indirect, special, consequential or punitive damages arising out of service or equipment provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, or loss to person or property, costs of substitute equipment or other costs even if Comm-Tech Voice & Data Ltd has been advised of the possibility of such damages. Regardless of the form of action, Comm-Tech Voice & Data Ltd's cumulative liability shall be only for loss or damage directly attributable to the negligence of a Comm-Tech Voice & Data Ltd employee or contractor, for the cost of restoring the network or other hardware to its condition prior to the negligence, but not to exceed £25,000. If a collection action is initiated by either party or if Comm-Tech Voice & Data Ltd must defend any action by The Client, Comm-Tech Voice & Data Ltd is entitled to its reasonable solicitor fees and expenses to be paid by The Client.

2.6 **Implied Warranties** are expressly disclaimed by Comm-Tech Voice & Data Ltd. A Comm-Tech Voice & Data Ltd contractor is an engineer or contractor who operates on behalf of Comm-Tech Voice & Data Ltd, is paid by Comm-Tech Voice & Data Ltd and has access to Comm-Tech Voice & Data Ltd's service ticket management system for making time entries and charges for their work. Comm-Tech Voice & Data Ltd is not responsible for the acts of other engineers, contractors or consultants providing service to The Client, not under its control and direction. If The Client purchases equipment from Comm-Tech Voice & Data Ltd it understands and agrees that it will look to the manufacturer for all remedies and warranties and agrees that Comm-Tech Voice & Data Ltd is not responsible for the functioning of the equipment and has not made any express or implied warranties. Comm-Tech Voice & Data Ltd shall not be liable for any claim or demand against The Client by any third party on account of errors or omissions performed hereunder.

2.7 **Remote access to personal computers and/or networks.** If or when The Client transitions to home or alternative networks, Comm-Tech Voice & Data Ltd will make best efforts to maintain connections and serviceability. However, home, or alternative networks may not have adequate internet connectivity and equipment to effectively work. Comm-Tech Voice & Data Ltd is not responsible for inadequacies in those home or alternative networks nor for securing those connections. Home equipment will not be as secure and may not have Comm-Tech Voice & Data Ltd's software and security features. Comm-Tech Voice & Data Ltd is not responsible for the security of any home or alternative networks. Work on a home or alternative network unless otherwise included is outside the scope of this agreement and Comm-Tech Voice & Data Ltd may charge its then hourly rate for work on home or alternative networks. Comm-Tech Voice & Data Ltd will charge for additional software installed at home or alternative networks as needed.

2.8 In the event of a Force Majeure Comm-Tech Voice & Data Ltd is not required to have engineers work during periods or at places where their safety or health could be in jeopardy and in any event will not require engineers to go on site.

2.9 The Client agrees to carry liability insurance and property insurance covering any damage to its network as well as to any clients of the client adversely affected by The Client's network functioning or transmissions from its network.

2.10 Comm-Tech Voice & Data Ltd may apply changes or additional terms, conditions, and provisions to this agreement upon 30 days advance written notice to The Client containing the proposed addition or change. If the additions or changes are not objected to then they shall take effect at the end of the 30 days. Within the 30 days, The Client may submit changes or objections to the proposed changes or additional terms. If the parties do not agree on the change or addition, then it shall not become part of

the agreement. All the terms, conditions and provisions of this agreement will continue to apply during any renewal term. Both parties agree to negotiate in good faith, rates to be mutually agreed under any renewed contractual service term to be effective at the end of the initial term.

2.11 **Failure to pay.** If payment is not received by the first of the month for that month of service Comm-Tech Voice & Data Ltd reserves the right to put a hold on rendering on-site and remote services until the monthly fee has been paid, provided Comm-Tech Voice & Data Ltd gives a five (5) business day notice of late payment.

2.12 It is understood that any taxes applicable shall be added to each invoice for services or materials provided by Comm-Tech Voice & Data Ltd. The Client shall pay any such taxes unless a valid exemption certificate is furnished to Comm-Tech Voice & Data Ltd for the jurisdiction of use, except in cases when Comm-Tech Voice & Data Ltd procures or sources the incorrect equipment and/or software and/or support services any incorrect items or software shall be returned to Comm-Tech Voice & Data Ltd.

2.13 If The Client fails to make payment for any services or items purchased, and such failure continues for fifteen days, interest shall accrue on any amount due at the rate of 12% per annum until paid. In the event collection processes are instituted to collect any amounts due from The Client, The Client shall pay the costs of collection plus reasonable solicitors fees.

2.14 This agreement is fully assignable by Comm-Tech Voice & Data Ltd. Immediately upon assignment the assignee's name, address and contact information shall be provided to the other party. This agreement shall be fully binding and enforceable as against all permitted assignees and successors in interest.

2.15 **Termination.**

2.15.1 **Termination by client:** The Client may terminate this agreement with or without cause after the initial contractual period has expired providing, Comm-Tech Voice & Data Ltd have received at least 90 days' notice of termination.

2.15.2 **Termination by Comm-Tech Voice & Data Ltd:**

(i) Upon giving notice to The Client of default and the default is not cured within ten (10) business days of receipt of written notice from Comm-Tech Voice & Data Ltd or for failure of client to pay for service or products at the time of ordering or within 30 days of billing. Failure of Comm-Tech Voice & Data Ltd to require payment at the time provided shall not be construed as a waiver of the right to do so.

(ii) Failure of The Client to comply with its obligations in this agreement after written notice by Comm-Tech Voice & Data Ltd of the non-compliance and failure to correct the problem or acknowledge the problem and commitment to take corrective action in the future.

(iii) **Backups** in the event of default or early termination or in the event the parties do not renew at the end of the term of this agreement: The Client shall be responsible for transferring backups to a system administered by The Client or others on its behalf and for paying any costs of transferring and/or setting up backups off the system maintained by Comm-Tech Voice & Data Ltd. If client does not provide for any transfer of backups, they shall be terminated within 30 days of the Notice of Termination or Notice of Default. The Client assumes all responsibility for its backups and Comm-Tech Voice & Data Ltd has no responsibility to retain backups. In the event prior to the end of the 30 days, client places its own backups on-site or obtains its own cloud backups then it shall notify Comm-Tech Voice & Data Ltd so its backups can be terminated.

(iv) In the event of default or termination under any circumstances, The Client agrees it will provide access to Comm-Tech Voice & Data Ltd engineers to remove antivirus licenses and monitoring tools. The consequence of and failure to provide this access shall be that The Client shall continue to be responsible for 50% of the amount of the monthly Managed Services payment until access is allowed and the licenses and tools removed.

(v) In the event of termination by either party, The Client is responsible for the full amount of all payments for services provided and products ordered.

(vi) If either party terminates the relationship of managed service provider and the client or if The Client defaults, then the parties agree to work cooperatively to transfer the client's data and network information as directed by the client to another service provider or to The Client. The Client will pay the cost of transfer which will include hourly charges of engineers to accomplish the transfer and any services maintained by Comm-Tech Voice & Data Ltd containing client data. The Client must designate a vendor to handle its email, backups and any other services provided by Comm-Tech Voice & Data Ltd. The Client must establish an account for transfer of the backups and any other services within 30 days of notice of termination or default or within 30 days of termination of this agreement. Comm-Tech Voice & Data Ltd has no responsibility for backups, email or other services beyond 30 days following termination or default under this agreement.

(vii) In the event of termination of services for any reason by either party, upon written request by The Client, Comm-Tech Voice & Data Ltd will provide up to 60 days support to allow The Client to make a transition provided The Client pays all amounts then due and pays the fee for the additional 60 days in advance.

2.16 This agreement does not create any rights in any third parties.

2.17 The Client shall not modify, create any derivative work of, or incorporate any other software into the computer software programs or any portion thereof except for allowing automatic updates to commence or confirming the installation of an automatically scheduled update or fully supported software for which The Client has purchased technical support and has scheduled such installation with Comm-Tech Voice & Data Ltd. Programs must be installed by a Comm-Tech Voice & Data Ltd engineer or software technical support with a Comm-Tech Voice & Data Ltd engineer. Comm-Tech Voice & Data Ltd shall not be responsible for maintenance of or for repair of errors or malfunctions occasioned by any installation, modification or enhancement to the Programs made by The Client or by anyone other than Comm-Tech Voice & Data Ltd unless Comm-Tech Voice & Data Ltd has agreed. Corrections of unauthorised modifications shall be at the rate of £90 per hour and may be grounds for immediate termination by Comm-Tech Voice & Data Ltd of any agreement. The Client agrees to prohibit others, including its directors, managers, and employees from installing hardware, working on the technical aspects of the operating systems on any hardware or to give anyone unrestricted access to any systems. Only Comm-Tech Voice & Data Ltd will make administrative or technical changes to the servers or cloud services provided.