

SDT Limited – Supplementary terms for the supply of Support Services

The Services set out in this Supplement shall be supplied by SDT to the Customer on the terms and conditions set out in SDT's Master Terms and the terms and conditions of this Supplement. All definitions set out in the Master Terms shall, unless otherwise specified below, have the same meaning when used in this Supplement.

1. SUPPLEMENTARY DEFINITIONS

1.1 In this Supplement, the following definitions shall apply:

'Block Hour Support' means Support Services purchased in advance in blocks of time, as set out on the Order;

'Fixed Price Support' means Support Services purchased on a fixed price basis, as set out on the Order;

'Minimum Notice Period' means 60 (sixty) days' notice required to terminate this Agreement;

'On-Site' means support services that necessitate an on-site visit, which are chargeable as set out in the SOF under travel Charges and is applicable to each engineer attending site;

'Overtime Hourly Support Rate' means SDT's hourly rate for the provision of the Support Services outside Working Hours, which is set out in the Tariff, (or where the rate is not set out in the Tariff, is charged at a multiple of 1.5 times the Standard Hourly Support Rate);

'Standard Support Rate' means SDT's standard hourly rate for the provision of second/third line support during Working Hours, which is set out in the Tariff, (or where the rate is not set out in the Tariff, is charged at £90.00 per hour);

'Support Services' means the IT support and/or independent advisory services provided by SDT which are set out on the Order and which may include hotline support, routine monitoring, online backup services, hosted services, onsite support services and/or consultancy services (according to the selection indicated on the Order) and which will be supplied to the Customer on a Block Hour Support basis or a Fixed Price Support basis;

'Supported Items' means the computer hardware and software which will be maintained and supported by SDT under these Supplementary terms, as set out on the Order.

2. TERM

2.1 This Agreement will be deemed to come into effect on the Commencement Date set out on the SOF and shall run for the Initial Term as set out in the Order and for successive Subsequent Terms thereafter until terminated by either party according to the provisions of clause 11 of the Master Terms and clause 9 of this Supplement.

3. SUPPORT SERVICES

3.1 SDT shall provide the Support Services to the Customer in accordance with these Supplementary terms.

3.2 SDT will undertake the Support Services:

- (a) remotely online or by telephone; and/or
- (b) On-Site at the Customer's premises.

4. SDT'S OBLIGATIONS

4.1 SDT shall perform its obligations under these Supplementary terms with reasonable skill and care and where applicable, in accordance with the provisions of the Service Level Agreement set out in the Service Schedule.

4.2 SDT shall provide the Customer with such information and advice in connection with the Support Services and their provision as the Customer may, from time to time, reasonably require both before and during the provision of the Support Services.

4.3 SDT shall be entitled to make changes to the Support Services without notice to the Customer, provided such changes do not have a material adverse effect on the Customer's business operations.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall provide SDT with such information in connection with the Support Services as SDT shall reasonably require both before and during the provision of the Support Services.

5.2 The Customer shall act in accordance with any and all reasonable instructions issued by SDT in relation to the Support Services. SDT shall not be liable for any failure to provide any of the Support Services which arises out of the Customer's failure to follow any such instructions.

5.3 The Customer shall perform its obligations under these Supplementary terms in a reasonable and timely manner.

5.4 The Customer shall allow SDT at all reasonable times access to the Customer's premises for the purpose of providing the Support Services.

5.5 The Customer shall, with respect to all Support Services provided on a Block Hour Support basis or a Fixed Price Support basis:

- (a) ensure that proper environmental conditions are maintained for any hardware and shall maintain in good condition the accommodation of the hardware, the cables and fittings associated therewith and the electricity supply thereto;

- (b) keep and operate the hardware in a proper and prudent manner and in accordance with SDT's operating instructions (if any) and ensure that only competent trained and authorised employees are allowed to operate the hardware;
- (c) provide SDT with full and safe access to the Supported Items and adequate working space surrounding the Supported Items;
- (d) upon request, provide SDT with such evidence as may reasonably be required by SDT in order to demonstrate the existence of any fault alleged by the Customer in relation to the Supported Items;
- (e) make available to SDT such programs (including releases and updates), operating manuals and information as may be necessary to enable SDT to perform its obligations hereunder and shall ensure that the Customer provides SDT with notification of any failure or malfunction and cooperates fully with SDT's personnel in the diagnosis of any malfunction of the Supported Items, including undertaking the performance of such tests as SDT's personnel may reasonably require;
- (f) at all times keep a record of all Supported Items used, (in a form to be approved by SDT) and allow SDT to inspect such record at all reasonable times;
- (g) notify SDT promptly if the Supported Items are discovered to be operating incorrectly;
- (h) provide and maintain any necessary internet and telecommunications systems connectivity in order to enable SDT to provide the Support Services;
- (i) obtain in advance of the Commencement Date and thereafter maintain, all licences, permits and consents necessary for the provision of the Support Services and shall at all times fully comply with all such licences, permits and consents, together with all codes of practice and regulations relevant to the Support Services and the Supported Items;
- (j) provide SDT with any information that is reasonably requested in connection with the performance of the Support Services;
- (k) provide SDT with direct on-line access to the Customer's systems for remote diagnosis and maintenance of the Supported Items;
- (l) ensure that backup copies of all software and security tools and keys are made available to SDT prior to SDT commencing performance of the Support Services;
- (m) make available to SDT, free of charge, all facilities and services reasonably required by SDT to enable SDT to perform the Support Services, including without limitation, computer runs, core dumps, printouts, data preparation, office accommodation and facilities, typing and photocopying;
- (n) keep full security copies of the Customer's programs, databases and computer records in accordance with best computing practice; and

- (o) ensure that the Customer receives and promptly responds to all enquiries, responses and correspondence from SDT.

5.7 In addition to its obligations under clause 5.5, where the Support Services are provided on a Fixed Price Support basis, the Customer shall:

- (a) inform SDT forthwith of any new computer hardware, software or device that it intends to procure;
- (b) not make any addition or modification to the hardware without prior written notification to SDT;
- (c) not attempt to adjust, repair or maintain the hardware and shall not request, permit or authorise anyone other than SDT to carry out any adjustments, repairs or maintenance of the hardware;
- (d) use on the hardware only such operating supplies as SDT may advise in writing;
- (e) not move the hardware nor remove the hardware from the Customer's premises without first notifying SDT;
- (f) provide and maintain any computer equipment and server specified by SDT in order to enable SDT to provide the Support Services;
- (g) not use in conjunction with the Supported Items any accessory, attachment or additional equipment other than that which has been supplied by or approved in writing by SDT;
- (h) inform SDT of any proposed change to the Customer's network, (whether it is hardware, software or configuration changes of any kind) so that SDT may propose or effect any change to the Support Services which may be required;
- (i) not allow any person other than SDT to maintain, alter or modify any software that SDT is required to support; and
- (j) ensure that any software update, upgrade or add-on that SDT may issue to the Customer is installed and implemented upon receipt.

6. EXCLUSIONS

6.1 The following matters shall not be covered where the Support Services are provided on a Fixed Price Support basis:

- (a) the replacement of parts which are not covered by the manufacturer's warranty or other third party warranty;
- (b) electrical work external to the Supported Items;
- (c) maintenance of accessories, attachments, machines or other devices or applications not listed on the Order.

- (d) repair of damage arising from:
 - (i) transportation or relocation of the Supported Items not performed by SDT;
 - (ii) failure or fluctuation of electrical power, lighting, air conditioning or humidity control;
 - (iii) changes, support, maintenance, modification, alterations or additions not performed by SDT;
 - (iv) operator error or omission;
 - (v) telephone line failure or failure of interconnecting equipment;
 - (vi) the Customer failing to notify SDT of any defect or suspected defect in the Supported Items at the time that the defect became known, or ought reasonably to have become known, to the Customer;
 - (vii) the use of the Supported Items in breach of any instructions issued by SDT;
 - (viii) accident, neglect or misuse; or
 - (ix) any cause arising other than as a result of ordinary use;
- (e) maintenance rendered more difficult because of changes, alterations or additions;
- (f) attendance to faults caused by operating the Supported Items outside design specifications or outside the scope of any documentation or manuals supplied with the Supported Items (if any);
- (g) cleaning, painting, refinishing or touching-up;
- (h) specification changes, relocation of Supported Items, addition/removal of accessories, attachments and other devices;
- (i) repair of any malfunction due to radiation in the environment of the Supported Items;
- (j) diagnosis and/or rectification of problems not associated with the Supported Items;
- (k) diagnosis and/or rectification of problems arising from the operating environment;
- (l) workshop overhaul or repair of the Supported Items which, as a result of fair wear and tear, can no longer be maintained in good working order;
- (m) refusal, difficulty or inability of SDT to obtain access to the Supported Items for the performance of its obligations hereunder;

- (n) rectification of lost or corrupted data arising for any reason other than SDT's own negligence;
- (o) training in the use of the Supported Items;
- (p) installation of new equipment and software; or
- (q) installation of consumable media or supplies, or any other operating and maintenance supplies.

7. TERMINATION

- 7.1 In addition to the provisions of clause 11 of the Master Terms, this Agreement may also be terminated:
- (a) By either party, by giving the other party not less than the Minimum Notice Period in writing to terminate the Agreement on the last day of the Initial Term or any Subsequent Term;
 - (b) By the Customer, by giving thirty days' notice in writing to SDT to terminate the Agreement if SDT makes changes to the terms of this Agreement which are materially disadvantageous to the Customer (save for any increases in the Charges) PROVIDED THAT notice is given by the Customer to SDT within fourteen days of the effective date of the change(s).

8. CHARGES AND PAYMENT

- 8.1 The Customer shall pay the Charges to SDT as consideration for the Support Services.
- 8.2 The Support Services will initially be provided to the Customer on a pre-paid Block Hour Support basis. Block Hour Support covers 3 months' worth of support at SDT's Standard Hourly Support Rate and will be invoiced quarterly in advance, with any balance remaining at the end of any particular quarter being deducted from the following quarter's invoice. Any balance remaining as at the termination date of this Agreement shall remain available for use by the Customer within 6 months of the termination date, unless this Agreement is terminated in either of the circumstances described in clause 8.9. Any Block Hour Support which is provided outside Working Hours shall be charged separately at SDT's Overtime Hourly Support Rate.
- 8.3 SDT's Block Hour Support Charges will be apportioned equally across each of the 3 months comprising each annual quarter. If the support balance at the end of any individual month is in deficit by more than one third for that particular month, SDT will issue a pro rata invoice to the Customer for such amount as is necessary to remedy the deficit in remaining quarterly support hours.
- 8.4 The Customer may request SDT to provide the Support Services on a Fixed Price Support basis at any time within 6 months from the Commencement Date and SDT will provide the Customer with a revised quotation before proceeding as aforesaid.

- 8.5 Where the Support Services are undertaken on a Fixed Price Support basis, the Customer shall pay any costs, charges and expenses for any additional support undertaken by SDT (if any) as shall be notified to the Customer by SDT.
- 8.6 In the event that any new computer hardware or software is procured by the Customer, SDT shall have the right to increase the Charges proportionately if the Support Services are undertaken on a Fixed Price Support basis.
- 8.7 The Customer acknowledges that the cost of any travel, accommodation and subsistence with respect to any site other than the Customer's site listed on the Order will be separately recharged to the Customer. SDT also reserves the right in particular instances to charge the Customer for travel to the Customer's principal location; any such travel costs will be specified on the Order.
- 8.8 All Charges will be calculated by SDT.
- 8.9 In all cases, the payment terms as set out in clause 9.3 of the Master Terms shall apply.
- 8.10 The Customer agrees that the Customer shall be liable for cancellation Charges, which shall be paid by way of liquidated damages in the event that the Customer terminates this Agreement at convenience prior to the end of the Minimum Term or any Additional Term other than in accordance with the Minimum Notice Period, or SDT terminates this Agreement prior to the end of the Minimum Term or any Additional Term by reason of the Customer's un-remedied breach of any of the terms of this Agreement, whereupon the Customer shall be liable for the:
- (a) Payment of all Charges for the Support Services due or estimated by SDT to be due up to the end of the Minimum Term or the then-applicable Additional Term, as appropriate; and
 - (b) Payment of any cancellation Charges set out in the Tariff.

9. GENERAL

- 9.1 If an appointment is made with the Customer for a visit to the Customer's site and at the appointed time SDT is unable to access the Customer's site, or the appointment is otherwise broken by the Customer, SDT shall be entitled to charge the Customer at the rate set out in the Tariff.
- 9.2 Upon written notice given by SDT's supplier, SDT's rights and obligations, including all accrued rights and obligations, shall be assigned and transferred to SDT or to its nominee.