



## Supplementary terms for the supply of Managed IT Services

The Services set out in these Supplementary Terms shall be supplied by Apex Computing to the Customer on the terms and conditions set out in Apex Computing's General Terms and Conditions and the terms and conditions of these Supplementary Terms. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in these Supplementary Terms.

### 1. SUPPLEMENTARY DEFINITIONS

'Block Hours' means a pre-paid block of time, which Apex Computing will call off for the relevant service activity.

- 1.1 'Cloud-Based Utilities' means the collection of ancillary third-party provided services, including backup, anti-Malware, and monitoring services which will be used by Apex Computing in support of the Managed IT Services.
- 1.2 'Configuration' means the configuration of the IT Equipment, including hardware, installed software and all associated settings and or parameters.
- 1.3 'Data Centre' means a remote data storage facility.
- 1.4 'Data Security Event' means a breach of the security of the Customer's infrastructure resulting in loss or damage, including loss of usernames, passwords, Personal Data; crypto-locking or other Malware-related damage.
- 1.5 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, Apex Computing is unable to provide prior notice of.
- 1.6 'Endpoint' means all computing devices except Servers, including desktop computers, laptop computers and mobile computing devices, which collectively form a sub-set of the IT Equipment.
- 1.7 'End User' means a user of the IT Equipment.
- 1.8 'Hosted Services' means Software that is hosted in a cloud-based environment and accessed by the Customer remotely, for example software in a Microsoft 365 tenant.
- 1.9 'Hours of Cover' means the hours of cover described in the Service Schedule and / or set out on the Order.

'IT Equipment' means Servers, Endpoints and any other electronic devices that are installed or used at the Customer's Site, which are listed on the Order and are to be supported under the terms of this Agreement.

- 1.10 'Local Area Network' means the network infrastructure at the Customer's Site.
- 1.11 'Line of Business Application' means the software which is installed on the IT Equipment and is provided by the Customer.
- 1.12 'Managed IT Services' means IT support services set out on the Order and described in the Service Schedule.
- 1.13 'Monitoring Agent' means Software which is installed on the Customer's Server by Apex Computing which enables system monitoring and performance reporting.
- 1.14 'Planned Maintenance' means any period of maintenance for which Apex Computing provides prior notice.
- 1.15 'Security Incident' means an observed discrepancy which may be Security Threat.

- 1.16 'Security Threat' means a Security Incident that has been triaged and determined to be a threat to the integrity of the Hosted Services.
- 1.17 'Server' means server equipment that is a sub-set of the IT Equipment, which are listed on the Order.
- 1.18 'Service Desk' means Apex Computing's dedicated team of qualified support specialists.
- 1.19 'Site' means Customer's site at which IT Equipment is located, as set out in the Order.
- 1.20 'Software' means the software which is installed on the IT Equipment, as listed on the Order.

## **2. TERM**

- 2.1 This Agreement will be deemed to come into effect on the Commencement Date and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out in the Order.

This Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term. Apex Computing shall, not less than twenty-eight days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Customer of changes to Charges and any other changes to the terms of this Agreement. In the event that:

- 2.1.1 The Customer serves notice to terminate this Agreement in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or Additional Term thereafter;
- 2.1.2 The Customer notifies Apex Computing of acceptance of changes, the Agreement shall continue in force for an Additional Term;
- 2.1.3 The Customer fails to notify Apex Computing of acceptance of changes and fails to serve notice to terminate, such failures to notify Apex Computing shall imply that the changes have been accepted and the Agreement shall continue in force for an Additional Term.

The duration of any Additional Term shall be one year.

## **3. PROVISION OF SERVICES**

Managed IT Services are provided to support the Customer's on-premise IT systems and Hosted Services. Managed IT Services will be provided by Apex Computing remotely and if set out on the Order, when required, visits shall be made to the Customer's Site. For the avoidance of doubt, Managed IT Services do not include the provision or support of network connectivity outside of the Customer's Site, nor do the Services include maintenance of hardware.

- 3.1 The Managed IT Services to be provided hereunder shall include those set out in the Order and described in the Service Schedule.
- 3.2 During the term of this Agreement, Apex Computing shall be entitled to make alterations to the Configuration of the IT Equipment and / or Hosted Services. Such alterations may result in temporary disruption to the availability of the IT Equipment and / or Hosted Services and Apex Computing will use reasonable endeavours to minimise such disruption and will provide as much notice as possible prior to such disruption.
- 3.3 Apex Computing cannot guarantee and does not warrant that the Managed IT Services shall result in the IT Equipment or Hosted Services operating free from interruptions or temporary degradation performance quality.
- 3.4 Apex Computing provides Cloud-Based Utilities under the terms of this Agreement; and:
  - 3.4.1 Apex Computing shall use reasonable endeavours to provide the Cloud-Based Utilities 24 x 7 x 365;
  - 3.4.2 Apex Computing cannot guarantee and does not warrant that the Cloud-Based Utilities will be free from interruptions, including:

- a) Interruption of the Cloud-Based Utilities for operational reasons and temporary degradation of the quality of the Server Monitoring services;
  - b) Interruption of the network connection between the Cloud-Based Utilities and the IT Equipment; and
  - c) Any such interruption of the Cloud-Based Utilities referred to in this sub-clause shall not constitute a breach of this Agreement.
- 3.4.3 Although Apex Computing will use reasonable endeavours to ensure the accuracy and quality of the Cloud-Based Utilities, such are provided on an “as is” basis and Apex Computing does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Cloud-Based Utilities.

#### **4. ACCEPTABLE USE**

- 4.1 The Customer agrees to use the IT Equipment and / or Hosted Services in accordance with the provisions of this Agreement, any relevant Service literature and all other reasonable instructions issued by Apex Computing from time to time.
- 4.2 The Customer agrees to ensure that the IT Equipment and / or Hosted Services are not used by its End Users to:
- 4.2.1 Post, download, upload or otherwise transmit materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;
  - 4.2.2 Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including but not limited to those of quiet enjoyment, privacy and copyright;
  - 4.2.3 Carry out any fraudulent, criminal or otherwise illegal activity;
  - 4.2.4 In any manner which in Apex Computing’s reasonable opinion brings Apex Computing’s name into disrepute;
  - 4.2.5 Knowingly make available or upload files that contain Malware or otherwise corrupt data;
  - 4.2.6 Falsify true ownership of software or data contained in a file that the Customer or End User makes available via IT Equipment or Hosted Services;
  - 4.2.7 Falsify user information or forge addresses;
  - 4.2.8 Act in any way which threatens the security or integrity of the IT Equipment or Hosted Services, including the download, intentionally or negligently, of Malware;
  - 4.2.9 Violate general standards of internet use, including denial of service attacks, web page defacement and port or number scanning;
  - 4.2.10 Connect to the IT Equipment or Hosted Services insecure equipment or services able to be exploited by others to carry out actions which constitute a breach of this Agreement including the transmission of unsolicited bulk mail or email containing infected attachments or attempts to disrupt websites and/or connectivity or any other attempts to compromise the security of other users of Apex Computing’s network or any other third-party system;
- 4.3 The Customer acknowledges that it is responsible for all data and/or traffic originating from the IT Equipment and /or Hosted Services.
- 4.4 The Customer agrees to immediately disconnect (and subsequently secure prior to reconnection) equipment generating data and/or traffic which contravenes this Agreement upon becoming aware of the same and/or once notified of such activity by Apex Computing.
- 4.5 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Customer shall indemnify Apex Computing against any third-party claims arising from the Customer’s breach of the terms of this clause 4.

## **5. THE CUSTOMER'S OBLIGATIONS**

- 5.1 During the term of this Agreement, the Customer shall:
- 5.2 Pay all additional Charges levied by Apex Computing, including those arising from usage-based components of the Services.
- 5.3 Use reasonable endeavours to ensure that user-names, passwords and personal identification numbers are kept secure and:
  - 5.3.1 On a regular basis, change access passwords for all IT Equipment and / or Hosted Services that in the Customer's reasonable opinion may be liable to access by unauthorised persons.
- 5.4 Agree that in all instances where it attaches equipment that has not been provided by Apex Computing to the IT Equipment or Hosted Services that such equipment shall be technically compatible and conforms to any instruction issued by Apex Computing in relation thereto.
- 5.5 Accept that if it attaches equipment that does not comply with the provisions of sub-clause 5.4 ('Unauthorised Equipment') and such Unauthorised Equipment in the reasonable opinion of Apex Computing is causing disruption to the functionality of the IT Equipment, Apex Computing shall be entitled to:
  - 5.5.1 If technically possible, reconfigure the Unauthorised Equipment, and charge the Customer for the work at its prevailing rate;
  - 5.5.2 Charge the Customer at its prevailing rate for any additional work arising from, or in connection with the Unauthorised Equipment;
  - 5.5.3 Request that the Customer disconnect the Unauthorised Equipment from the IT Equipment or Hosted Services; and if such request is not agreed by the Customer within thirty days, terminate this Agreement forthwith.
- 5.6 Accept that it is the Customer's sole responsibility to take all reasonable steps, including the implementation of anti-virus systems, firewalls and staff training to prevent the introduction of Malware into the IT Equipment or Hosted Services.
- 5.7 Be solely responsible for ensuring compliance with the terms of licence of any Software that is a component of the IT Equipment that has been provided by the Customer.
- 5.8 Be responsible for providing external network connectivity, including access to the Public Internet, as required for the correct functioning of the IT Equipment and / or Hosted Services.
- 5.9 During term of this Agreement maintain a level of cyber-breach insurance cover that is appropriate to the risks associated with accidental destruction, damage, loss or disclosure of Customer Data; general insurance to cover loss of or damage to the IT Equipment; and
  - 5.9.1 In response to reasonable requests made by Apex Computing, provide evidence to show compliance with this sub-clause;
  - 5.9.2 Not do or omit to do anything which would destroy or impair the legal validity of the insurance;
  - 5.9.3 If the Customer suffers a Data Security Event and subsequently requests assistance from Apex Computing, ensure that such request for assistance will not breach the terms of the insurance policy prior to requesting assistance from Apex Computing;
  - 5.9.4 Acknowledge that insurance will not relieve the Customer of any liabilities under this Agreement.

## **6. APEX COMPUTING'S OBLIGATIONS**

During the term of this Agreement, and subject to the performance by the Customer of its obligations hereunder, Apex Computing shall:

- 6.1 Provide the Services set out in the Order and described in the attached Service Schedule.

- 6.2 During the hours of cover set out in the Order, make available a Service Desk that shall provide support and guidance in the use of the IT Equipment and / or Hosted Services and manage the resolution of all Incidents raised by the Customer.
- 6.3 During the Hours of Cover set out in the Service Schedule or as amended in the Order, monitor the performance of the Servers.
- 6.4 Respond to Incidents raised by the Customer and make reasonable endeavours to repair any Incident that is within the IT Equipment, Hosted Services or directly caused by Apex Computing, its employees, agents, subcontractors or suppliers.
- 6.5 Proactively respond to Incidents reported by the Monitoring Agents and make reasonable endeavours to repair any Incident that is within the IT Equipment or Hosted Services.
- 6.6 During the Run-Up Period, Apex Computing shall carry out pre-service on-boarding services as described in the Service Schedule.

## **7. Clause Intentionally Unused**

## **8. GENERAL**

- 8.1 If Apex Computing carries out work in response to an Incident by the Customer and Apex Computing subsequently determines that such Incident either was not present or was caused by an act or omission of the Customer, Apex Computing shall be entitled to charge the Customer at its prevailing rate.
- 8.2 In the event of persistent breach of clause 4.2.8, Apex Computing shall be entitled to:
  - 8.2.1 Charge the Customer at its prevailing rate for the removal of Malware;
  - 8.2.2 Terminate this Agreement.
- 8.3 Apex Computing may perform any Planned Maintenance that may limit the availability of the Cloud-Based Utilities. Planned Maintenance will be scheduled to minimise disruption to the Customer. The Customer will be notified at least twenty four hours prior to such Planned Maintenance taking place.
- 8.4 Apex Computing may be unable to provide prior notice of Emergency Maintenance to the Cloud-Based Utilities, but will endeavour to minimise the impact of any such maintenance on the Customer.
- 8.5 If the Customer suffers a Data Security Event and subsequently requests assistance from Apex Computing, it is the Customer's sole responsibility to ensure that such request for assistance will not breach the terms of any cyber-insurance policy that the Customer has in place, prior to requesting assistance from Apex Computing.
- 8.6 If the Customer is contacted by Apex Computing and requested to make a change to the Configuration of the IT Equipment or Hosted Services, it is the Customer's sole responsibility to verify the identity of the requestor prior to carrying out the requested change.
- 8.7 If Apex Computing resets any passwords during the execution of the Services, it shall be the Customer's sole responsibility to change such changed passwords and ensure that such changes are compliant with any security policy that may be in effect.
- 8.8 The Customer acknowledges that if it elects not to take advice in given by Apex Computing in relation to the security and performance of the IT Equipment or Hosted Services, there may be a resulting risk to the integrity of the IT Equipment or Hosted Services and that Apex Computing shall not be liable for any degradation in integrity resulting from such decision and that any additional costs incurred by Apex Computing resulting there from will be charged to the Customer.
- 8.9 The Customer hereby consents to Apex Computing and its sub-contractors accessing the IT Equipment and Hosted Services, for the sole purpose of providing the Services.

## **9. TERMINATION**

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
- 9.1.1 By either party by giving the other not less than ninety days' notice in writing to terminate at the end of the Minimum Term or any Additional Term thereafter;
  - 9.1.2 By Apex Computing at any time if it can no longer provide the Services;
  - 9.1.3 By the Customer by reason of Apex Computing's un-remedied or repeated material breach of the terms of this Agreement;
  - 9.1.4 By the Customer if Apex Computing or its supplier makes changes to the Managed IT Services which materially adversely affect the Customer (which for the avoidance of doubt, does not include changes to Charges).

## **10. CHARGES AND PAYMENT**

- 10.1 Invoices for Recurring Charges shall be raised in advance of the relevant period. The invoicing period is set out on the Order.
- 10.2 The Recurring Charges will be based on the number of End Users and Endpoints set out on the Order and as amended from time to time.
- 10.3 Apex Computing shall commence charging for the Managed IT Services from the RFS Date, regardless of the date on which the Customer commences use of the Managed IT Services. If the RFS Date does not correspond with Apex Computing's invoicing period as set out in the Order, Apex Computing shall charge the Customer at a pro-rata rate for the first invoicing period.
- 10.4 On-boarding and usage-based Charges, including Charges made for use of Services in excess of any pre-paid amounts, will be invoiced in arrears.
- 10.5 The Customer acknowledges that the Charges for the Minimum Term are calculated by Apex Computing in consideration inter alia of the setup costs to be incurred by Apex Computing and the length of the Minimum Term offered.
- 10.6 If, during the term of this Agreement the Customer requires additional End Users or Endpoints to be added to the Services, the Customer shall raise a supplementary Order to cover the additional End Users and Apex Computing shall promptly provide a quotation for the supply of additional Services.
- 10.7 The Managed IT Services will be provided by Apex Computing for use by the Customer on a Fair Use basis. If, in the reasonable opinion of Apex Computing, the Customer's use of the Services is deemed excessive, Apex Computing shall be entitled to charge the Customer at its prevailing rate for the supply of such Services.
- 10.8 If the Customer is charged on a Block Hours basis (as set out on the Order):
- 10.8.1 The pre-purchased time may then be called off as required.
  - 10.8.2 When the Customer calls off time, it will be debited from the number of hours purchased in blocks of fifteen minutes for each thirty minute period or part thereof;
  - 10.8.3 Any unused Block Hours will expire at the end of each invoicing period;
  - 10.8.4 If the Block Hours balance reduces to zero prior to the end of the invoicing period and the Customer requires the Services, the Customer will be charged for the Services consumed at Apex Computing's prevailing rate.
- 10.9 The Customer agrees that it shall be liable for termination Charges if this Agreement is terminated by:
- 10.9.1 The Customer terminating this Agreement for convenience prior to the end of the Minimum Term or Additional Term whereupon the Customer shall be liable for the Recurring Charges payable for the remainder of the current term, any outstanding installation Charges;
  - 10.9.2 Apex Computing terminating this Agreement prior to the end of the Minimum Term or Additional Term by reason of the Customer's un-remedied material breach of the terms of this

Agreement, whereupon the Customer shall be liable for the Recurring Charges payable for the remainder of the current term and any outstanding installation Charges.

10.10 The Customer shall not be liable for termination Charges if this Agreement is terminated by:

10.10.1 The Customer at the end of the Minimum Term or Additional Term PROVIDED THAT the Customer properly serves written notice to terminate, in accordance with clause 9;

10.10.2 If a right of termination arises under the provisions of sub-clauses 9.1.2 to 9.1.4.

## **11. LIMITATIONS AND EXCLUSIONS**

11.1 In addition to the terms set out in clause 12 of the General Terms and Conditions, Apex Computing shall also be entitled to suspend the provision of Services, in whole or part, without notice due to Apex Computing being required by governmental, emergency service, regulatory body or other competent authority to suspend Services.

11.2 This Agreement and the Services provided by Apex Computing do not include:

11.2.1 The maintenance or support of any equipment that is not listed on the Order, which for the avoidance of doubt also excludes employee-owned equipment;

11.2.2 Repair or replacement of any damaged IT Equipment;

11.2.3 The supply of any consumables;

11.2.4 Recovery of Customer data whose loss can be reasonably attributed to accidental deletion, mis-use or negligence by the Customer, where such recovery necessitates work other than recovery from the latest backup or the number of requests for such is in Apex Computing's reasonable opinion, excessive;

11.2.5 Removal of Malware or the recovery of Customer's data that results from Malware infection where either the Customer has previously failed to act on recommendations made in relation thereto by Apex Computing or the number of requests for such is in Apex Computing's reasonable opinion, excessive;

Remediation following a cyber-breach or hack where either the Customer has previously failed to act on recommendations made in relation thereto by Apex Computing or the number of requests for such is in Apex Computing's reasonable opinion, excessive;

11.2.6 Operating system installation or re-installation where the Customer has failed to follow recommendations made in relation thereto by Apex Computing;

11.2.7 Software installation;

11.2.8 Bare-metal restores;

11.2.9 Support for any Software that is not supported by its manufacturer or Line of Business Applications;

11.2.10 The provision of development projects;

11.2.11 The provision of End User or "how to" training, unless otherwise agreed and subject to Fair Use;

11.2.12 Support for internet service provider outages;

Apex Computing may at its sole discretion provide any of the excluded services listed in this sub-clause 11.2, and charge for the supply thereof at its prevailing rate.

11.3 If a home-based or located End User has Customer-supplied IT Equipment with an installed Monitoring Agent, the Service Desk will assist with IT Equipment-related and connectivity Incidents (such as a VPN connection) but will not support other home IT Incidents.

11.4 Whilst Apex Computing's Monitoring Agents are intended to proactively identify most system-related Incidents, Apex Computing does not warrant and cannot guarantee that the Monitoring Agents will

identify all system-related Incidents and shall not be liable for any losses, damages or costs unless such result directly from the negligence of Apex Computing.

11.5 Cloud-Based Utilities are provided on an 'as is' basis, without warranty, guarantee of fitness for purpose or suitability for the Customer's purpose; and

11.5.1 Apex Computing shall not be liable for any damage or costs resulting from a failure of an update to the antivirus or anti-Malware software or definitions, failure to detect Malware or false positive identification of Malware unless such failure is caused by the negligence of Apex Computing.

Apex Computing shall not be liable for any loss of or damages, costs or Charges arising from damage to, or theft of data that is transmitted from the Customer's Site to the Data Centre nor for any other losses that occur due to reasons beyond its reasonable control.

Patches are supplied by Apex Computing-authorized software vendors and not Apex Computing. Apex Computing will use reasonable endeavours to prevent a patch causing an adverse reaction with any particular machine configuration, but Apex Computing shall not be liable for any disruption resulting from the installation of patches. Customers have a responsibility to ensure they have a backup of their data, irrespective of Apex providing a backup as a service.

In such circumstances, Apex Computing's sole responsibility will be to de-install the patch or roll back to an appropriate restore point to resolve the Incident.



## Service Schedule

This Service Schedule describes all of the Service Components that may be provided by Apex Computing under the terms of this Agreement. As standard, Apex Computing provides the services described in paragraphs 1 to 4. Apex Computing will also provide the Service Package set out on the Order and described in paragraphs 5 to 7 as applicable and any individual optional Service Components as set out on the Order and described in paragraph 8. Certain Service Components may be excluded from a Service Package (for example if the Customer itself supplies the Service Component or the Service Component is provided directly by a third party) and any such exclusions shall be listed on the Order.

### 1. On-boarding

Prior to commencement of the Services, Apex Computing will on-board the Customer's IT infrastructure:

- Review and if necessary will advise the Customer of changes to the IT Equipment's configuration that are required to ensure that the Services detailed in this Service Schedule can be delivered effectively. This will include but is not limited to the configuration of Microsoft Windows event logs, Microsoft Windows, Exchange and SQL Server services, anti-virus software and backup software
- Install Monitoring Agents, anti-Malware software and inform the Customer if Apex Computing is unable to configure any of the IT Equipment to provide the necessary alerting and will agree a suitable alternative with the Customer
- Document the Customer's IT Infrastructure's architecture and the purpose and function of each Server, and provide the Customer with access to an online documentation portal

### 2. Service Desk

Subject to fair usage, there are no restrictions on the number of Incidents that the Customer can report with Apex Computing's Service Desk. The Service Desk provides support and assistance in the use of the IT Equipment and / or Hosted Services, including the following:

- Management of the prompt resolution of Incidents within IT Equipment and / or Hosted Services that are identified by the Customer
- Provision of help and guidance in the use and configuration of the IT Equipment and / or Hosted Services
- Remote access to facilitate Incident resolution if possible and appropriate
- Escalation management if required in the event of protracted Incident resolution
- Third-party vendor liaison where required

#### 2.1 The Customer may report Incidents:

- Via Email: servicedesk @ apexcomputing.co.uk
- By Telephone to Apex Computing's Service Desk: 0161 233 0099

#### 2.2 When reporting an Incident, the Customer should provide the following information:

- Name of Customer and person reporting the Incident
- Contact email and telephone number
- Description of the Incident
- Description of actions taken prior to the Incident occurring
- Explanation of how the Incident has been diagnosed

- Any other relevant information

2.3 The Service Desk Hours of Cover are from 9am to 5pm Monday to Friday, excluding bank and public holidays.

Apex Computing will aim to respond to and resolve Incidents in the timescales set out in paragraph 3.

### 3. Service Level Agreement

- 3.1 Apex Computing will aim to respond to and resolve Incidents within the timescales set out in the SLA Document.
- 3.2 Failure by Apex Computing to meet the targets set out in the SLA Document shall not be deemed a breach of this Agreement.

### 4. Complaint Handling

- 4.1 If dissatisfied with any Services-related matter, the Customer should make a complaint using the following escalation path. If the complaint remains unresolved, the Customer should escalate to the next level in the escalation path:

| Escalation Level | Role         | Contact Details                                     |
|------------------|--------------|---|
| 1                | Service Desk | servicedesk @ apex computing.co.uk<br>0161 233 0099 |
| 2                | Complaints   | complaints @ apexcomputing.co.uk<br>0161 233 0099   |

- 4.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.

### 5. Silver Service Package

Apex Computing Managed IT Support Silver Services includes the following core Service Components:

#### 5.1 Service Level Agreement

The applicable Service Level Agreement for Apex Computing's Silver Service Package is described in the SLA Document.

#### 5.2 Unlimited Remote Support

Subject to fair usage, there are no restrictions on the number of Incidents that the Customer can report with Apex Computing's Service Desk.

#### 5.3 Server Monitoring and Management

Apex Computing will install its Monitoring Agents on the Servers set out on the Order to enable pro-active monitoring. The Monitoring Agents will monitor key aspects of system performance and will alert Apex Computing to any detected or potential Incidents. The Monitoring Agents will monitor Server performance 24 x 7 x 365. Apex Computing shall respond to any alerts that cannot be automatically resolved during Service Desk Hours of Cover in a manner that is appropriate to the severity of the alert, whilst aiming to minimise disruption to the availability of the monitored Servers. Apex Computing shall:

- Monitor processor, memory and hard disk usage and performance of all Servers to help to prevent system downtime or performance degradation

- Monitor the critical services that are necessary to help to maintain the effective performance of the Server operating system(s)
- Monitor the Windows event logs against Apex Computing's current list of monitored events (including those which indicate a pending or current hardware failure) to help to prevent system downtime or performance degradation
- Diagnose and remediate Incidents
- Maintain group security policy
- Maintain End User, hardware and Software asset registers
- Install approved patches and Service Packs as they are made available for the vendor-supported operating systems and applications listed below.
  - Windows Server operating systems
  - Microsoft Exchange
  - SQL Server
  - Microsoft RDS (Remote Desktop Services)

#### 5.4 Endpoint Monitoring and Management

Apex Computing will install its Monitoring Agents on the Endpoints set out on the Order to enable proactive monitoring. The Monitoring Agents will monitor key aspects of system performance and will alert Apex Computing to any detected or potential Incidents. The Monitoring Agents will monitor Endpoint performance and automatically resolve Incidents whenever possible. Apex Computing shall respond to any alerts that cannot be automatically resolved during Service Desk Hours of Cover in a manner that is appropriate to the severity of the alert, whilst aiming to minimise disruption to the availability of the monitored Desktops. Apex Computing shall:

- Monitor processor, memory and hard disk usage and performance of all Endpoints to help to prevent system downtime or performance degradation
- Monitor the critical services that are necessary to help to maintain the effective performance of the Endpoint operating system
- Monitor event logs against Apex Computing's current list of monitored events (including those which indicate a pending or current hardware failure) to help to prevent system downtime or performance degradation
- Diagnose and remediate Incidents
- Install approved patches and service packs as they are made available for the vendor-supported operating systems listed below:
  - Windows operating systems
  - Apple Desktop operating systems

#### 5.5 User Administration

- 5.5.1 Apex Computing will ensure that Server-based / Hosted Service End User accounts are at all times properly managed and in response to specific requests made by the Customer:
- Activate / deactivate software licences
  - Update Microsoft Windows and Azure Active Directories to add / remove or change user accounts
  - Set up / remove email accounts, data folders and shares, and the related security permissions
  - De-provisioning and re-provisioning existing Endpoints and other devices

- 5.5.2 This service is provided subject to Fair Use. If in Apex Computing's reasonable opinion use of this service is excessive, Apex Computing will be entitled to charge the Customer at its prevailing rate.
- 5.5.3 In some instances, the Customer may undertake this activity, in which case Apex Computing will provide support to the Customer in relation to this activity.

## 5.6 Routine Maintenance

- 5.6.1 Apex Computing will carry out periodic automated maintenance scans of each Server and Endpoint and remove unnecessary temporary files, system/application log files, system registry settings, and temporary internet files identified by the maintenance scan. The examples of Routine Maintenance activities include:
- Review system and Windows event logs for malfunctioning software and/or hardware and advise Customer
  - Review configuration and if required make changes to server hardware including NAS, UPS, Backup devices
  - Review redundant data, users and service accounts
  - Review if any updated hardware firmware is deemed critical and to be installed
  - Review security and Malware applications and apply changes if required
  - Remove the contents of the recycle bin

Apex Computing will not remove internet history, recent documents, favourites, cookies, form data or passwords unless specifically requested to do so by the Customer.

## 5.7 Vendor Management

Subject to Fair Use, Apex Computing will provide third-party vendor liaison, including:

- Liaison with the Customer's third-party service suppliers including providers of software, hardware and telecoms services if such suppliers require changes to be made to the configuration of the IT Equipment to investigate or resolve Incidents with the third-party software or services
- On behalf of the Customer manage warranty claims for malfunctioning IT Equipment that has been provided by Apex Computing and is covered by the manufacturer's warranty. Such management may include Apex Computing carrying out engineering activities on behalf of the manufacturer. If parts are required that are not covered by the manufacturer's warranty, Apex Computing shall provide the Customer with a quotation for the supply of the replacement parts prior to the supply thereof.

## 5.8 Backup Monitoring

Apex Computing in some instances will provide backup monitoring and log checking. However, it is the customers primary responsibility to test and ensure the integrity of their backups and their data.

## 5.9 System Documentation

Apex Computing will document the Customer's IT infrastructure, identify the roles of each component of the infrastructure and maintain the documentation. On request, Apex Computing will provide a copy of the documentation. The documentation includes:

- In certain cases, system administrative accounts and passwords may be recorded and held securely
- In certain cases, asset information, for example routers, switches, firewalls and Endpoints

- In certain cases, we may hold documentation of the Customer's IT Infrastructure's architecture and the purpose and function of each Server
- In certain cases, customer documentation, for example software licences, user manuals, etc

#### 5.10 Out of Hours Cover

Apex Computing will provide ad hoc, remote "hands off" support outside of the Hours of Cover for emergency Incidents on a best endeavours basis with no guaranteed SLA. This service is intended to cover individual emergency Incidents, subject to specific requests from the Customer, rather than on a continuous basis and will be charged per Incident at the rate set out on the Order, with a minimum Charge per incident, usually 1 hour of support at their standard rate. If using this service, the Customer should not use email but should call the Service Desk and select the "emergency support" option.

### 6. Platinum Service Package

Apex Computing's Platinum Service Package includes all of the services described in the Gold Service Package plus:

#### 6.1 Service Level Agreement

The applicable Service Level Agreement for Apex Computing's Platinum Service Package is described in the SLA Document.

#### 6.2 On-Site Support

6.2.1 In the first instance, Apex Computing will endeavour to resolve Incidents remotely. However, if Apex Computing determines that an on-site visit is either necessary or is the most efficient manner to resolve an Incident, Apex Computing will dispatch an engineer to the Customer's Site.

- Apex Computing will not unreasonably delay the dispatch of an engineer to the Customer's Site
- On-Site visits will be made during the Hours of Cover
- Subject to fair usage, there are no restrictions on the number of on-Site visits that Apex Computing will make to support the IT Equipment if it is not possible to resolve an Incident remotely

Apex Computing will provide On-Site Support to Customer's whose primary Site is located within a thirty mile radius of Apex Computing's head office.

### 7. Optional Services

Apex Computing will additionally provide any Optional Services that are set out on the Order.