

IT SUPPORT SLA

Lansafe Ltd

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Lansafe

DEFINITIONS IN THIS AGREEMENT

- "Lansafe" shall mean Lansafe Ltd. Unit 4, North Quarry Bungalow, Business Park, Skull House Ln, Appley Bridge, Wigan WN6 9DL. "Customer" means the company, organisation, person or persons that enter into the agreement for the supply of Support services.
- .. "Users" and or "End Users" means the individual(s) using the products and or services
- "Account" means the confidential file where the details of the customer are held.
- .. "Agreement" means a contract for the provision of LANSAFE's Support Services signed by both parties (LANSAFE and the Customer). The agreement declares that the customer accepts LANSAFE's Support & Maintenance Contract Terms and Conditions and agrees to the provision of services as outlined in the support schedule.
- "Support Schedule" means the schedule to the Agreement listing the services, products, software and or applications covered under the agreement "SLA" means the Service Level Agreement that dictates the Response Times provided by LANSAFE to the Customer for Incidents and the availability / regularity of services. "System Audit" means an assessment of the customer system(s) by an LANSAFE consultant in order to gain the necessary understanding of the system for LANSAFE to be able to supply the required level of support.
- "The Initial period" means the period of 12 months from the commencement of the Support Contract. The services will be provided for a period of one calendar year (or part thereof) from the date of this agreement for the price specified in the schedule.
- "Subsequent period(s)" means the subsequent period (s) thereafter unless terminated by not less than 3 months written notice to expire at the end of the relevant year. "Continuity" means the contract is deemed as renewed unless cancellation is received in writing with not less than 3 months' notice prior to the annual renewal date, any variation on this cancellation notice is at LANSAFE's discretion.
- "Distributor" means any supplier to LANSAFE
- "Vendor" and/or "third party software vendor" means the company who has designed or developed the software.
- "Equipment" means the equipment specified in the Support Schedule "Roaming Computers/ Users" means a workstation, mobile communication device or user that is not permanently located at the Customer's site when the workstation or mobile communications device in question is owned by the Customer and is part of the Customer's domain.
- "Server Instance" means a network, email or other server, whether physical or virtual.
- "System" means the network, software, Server Instances, or any other item being maintained under the Agreement as defined in the support schedule of the Agreement
- "Software" refers to the Software Products specified in the Support Schedule. "Software applies to all parts of software, to new releases, updates and modifications of the software. "Support Hours" means 8.00am to 5:00pm Monday to Friday excluding public and national holidays. LANSAFE reserves the right to reduce these support hours during Christmas and New Year and will publish any change of hours prior to the period on the LANSAFE website at www.lansafe.co.uk "Our representative" means any employee, agent or subcontractor of LANSAFE or other third party. "Support Service" means any IT Support services as specified in the support schedule. Support may include both proactive and reactive actions to maintain the System's accepted operational status. There will be times when changes as opposed to Support are required to maintain the accepted operational status of the System. Such Changes may be deemed as being chargeable.
- "Change(s)" mean a modification that is material or otherwise that alters the hardware or software configuration of the System defined in the Agreement.
- "Remote support" means any support given to you by us that is not given on site.
- "On Site Support" means the provision of support services by LANSAFE at the customer site(s) as specified in the support schedule.
- "Customer Site" means the Site or Sites specified in the Support Schedule at which the Customer operates the System defined in the Agreement.

CONTRACT COVER DETAILS

- LANSAFE shall provide telephone, online, and onsite support if necessary as specified in this agreement.
- Contracts are on a labour only basis. Any replacement parts will be invoiced separately.
- Visits to the "Customer's" premises resulting from a request for support not covered by the agreement will be charged according to LANSAFE's current chargeable rates at the time, unless otherwise previously agreed between the "Customer" and an authorised representative of LANSAFE. The customer will be notified of any charges before work commences.
- Support does not include system recovery from vandalism; break in, theft, or misuse of the system. In these instances LANSAFE' services will be charged at the rate prevailing at that time. The customer will be notified of these charges before support work commences.
- LANSAFE shall not be liable to provide support should the customer or any other party carry out adjustments or enhancements to the customers system without LANSAFE's prior knowledge and written consent.
- LANSAFE shall not be liable for any consequential financial loss or damage however caused as a result of system failure.
- LANSAFE reserves the right to employ subcontractors in order to carry out any service required under this agreement.
- In the event of strikes, Acts of God, War or any other cause of events, which prevent LANSAFE from carrying out this agreement, LANSAFE shall not be liable for any losses or damages suffered by the customer.
- LANSAFE will not be liable for any loss or damage caused by a distributed denial-of service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of any Website or to your downloading of any material from Web or own media hardware.

COMMENCEMENT OF SUPPORT SERVICE

- Upon commencement of the Support Service Agreement a System Audit will be performed, LANSAFE may at its discretion require the system audit prior to commencement of the Support Service Agreement. This agreement is subject to the Equipment being found in a fault free and serviceable condition by inspection. Should the Equipment not be fault free or serviceable any work required to make it so will be considered a chargeable service outside of the terms of this agreement.
- The Customer accepts responsibility for the status of their System prior to the involvement of LANSAFE
- Any deficiencies found during the System Audit will be noted in the report produced and can be corrected or improved by LANSAFE for a fixed price.
- The Customer is under no obligation to commission LANSAFE to resolve issues discovered during the System Audit.
- If the Customer does not wish to adopt recommendations for improving aspects of the System or resolve deficiencies highlighted or if there are omissions in the information provided by the Customer during the System Audit, LANSAFE retain the right to charge additional fees or impose reasonable limits on the Support provided for certain aspects of the System.
- The Support Service Agreement will include the Support Schedule. This will be a list of the component parts of the support service and associated SLA's
- Sign off of the Agreement by the Customer will be deemed as acceptance of the support schedule and therefore acceptance of what will be supported under the terms of the Agreement.
- Support Schedules may require amending from time to time depending upon the Customer's needs and Changes to the System. Any such amendments will be recorded and appended to the Agreement.
- The Support Schedule may include Roaming Computers / Users (usually laptops or mobile communications devices such as iPhones) that are regularly away from the Customer's Site. Such computers must be owned by the Customer and of a configuration that is consistent with the computers at the Customers Site. This configuration requires Roaming Computers to be within the Customer's domain architecture and having appropriate Antivirus software installed.
- The Customer will be required to provide confirmation of all Software Licensing applicable to the System either at the commencement of the Agreement or as required by LANSAFE during the Agreement.

REQUESTING SUPPORT

- All requests for Support from the Customer must be made via e-mail to our centralised support logging system via support@lansafe.co.uk.
- The Customer must inform LANSAFE of any Incidents as soon as is practically possible. If there is a delay informing LANSAFE of obvious warning signs then the fault may grow and cause additional impact.
- Upon receiving notification regarding an issue with the Customer's System, the issue will be logged as an Incident with an allocated Incident reference number. The Incident reference number along with details of the Incident will be notified to the Customer.
- In the event of the Customer wishing to query the progress of an Incident, the Customer must be able to state the specific Incident reference number to enable LANSAFE to identify the Incident in question.

DELIVERY OF SUPPORT

- Support will be delivered by LANSAFE to the Customer in accordance with the Support Schedule. The Support Schedule will be stated in the Support Service Agreement. LANSAFE retains the right to install 3rd party software on the Customer's System to facilitate the remote connection and delivery of Support to the Customer.
- If at any stage following the commencement of the Agreement the Customer refuses LANSAFE the right to install / use 3rd party software upon their System for the purposes stated in clause above, LANSAFE retains the right to revise any pricing previously agreed for the Agreement or to terminate the Agreement.
- LANSAFE warrant to the Customer that all 3rd party software installed upon the Customer's System for the purpose stated in clause above will be licensed accordingly by LANSAFE.
- The ownership of 3rd party software installed upon the Customer's System for the purpose stated in clause above will remain vested in LANSAFE. The Customer can request that LANSAFE demonstrate and explain what 3rd party software it intends to install on the Customer's System and for what purpose it is intended.
- Whilst working on Incidents, engineers will keep a record of the time they spend and the actions taken. This information will be logged in the LANSAFE Support Application under the specific Incident reference number. No guarantees or commitments will be given regarding the length of time required for resolving Incidents.
- To ensure that Incidents are resolved as quickly as possible and to reduce the reliance on individual engineers, LANSAFE retain the right to allocate engineers to Incidents and actions within Incidents as they see fit, depending on the skills, experience and availability of engineers. LANSAFE retains the right to decide whether Support will be delivered remotely or on site at all times.
- The Customer accepts that whilst LANSAFE may advise on software licensing matters the Customer will be legally liable for maintaining, acquiring and proving that appropriate licensing agreements for all software in use on their IT System exists. Consequently the Customer will be solely legally liable to pay any fees, fines or other costs associated with software licensing.
- The customer will provide LANSAFE or its representative with unrestricted access to the system and will provide such further facilities and assistance as the representative may require carrying out the work. LANSAFE will not be liable for where its representative cannot provide support as a result of the Customer failing to provide such facilities or assistance.
- All defective parts permanently removed by the Supplier will become the property of the Supplier and the replacements will become the property of the Customer upon payment by the customer.
- A four-hour response to faults is standard for all service support requests logged by email through Lansafes support desk.

AVAILABILITY OF SUPPORT

- LANSAFE's standard working Hours for the provision of remote Support services are 8.00AM – 5.00 PM Monday to Friday (excluding public holidays) unless expressly stated otherwise in the Agreement.
- LANSAFE's standard working Hours for the provision of onsite Support services are 8.00 AM – 5.00 PM Monday to Friday (excluding public holidays) unless expressly stated otherwise in the Agreement.
- LANSAFE provide remote helpdesk Support during Out of Hours Periods which are the times beyond LANSAFE standard working hours, by pre-agreement only.
- The Customer is responsible for giving LANSAFE the authority to deal with 3rd party suppliers on behalf of the Customer. When such authority has not been provided, the Support that can be offered by LANSAFE may be limited.
- The full breadth and depth of LANSAFE's technical skills and expertise will not be available during Out of Hours Periods. Consequently there may be instances when the on duty engineers reaches the boundary of their experience causing Support to be suspended until other technical members of staff are available.
- When other technical expertise and experience is required in relation to an Incident logged during an Out of Hours Period there is no guarantee that this will be available before the start of the next normal working day
- Planned maintenance (e.g. Server reboots) can be scheduled for Out of Hours Periods at no extra cost to customers with a Gold Service Level Agreement.
- LANSAFE cannot guarantee that the remote connection to the Customer's System will always be available due to issues with the Customer's System or other external factors beyond the control of LANSAFE (e.g. Internet Service Provider problems).
- When Remote Support cannot resolve the Incident and On Site Support is required, the On Site visit will be arranged for the soonest available point in time during LANSAFE's standard onsite Support Hours 08.00 AM – 5.00 PM Monday to Friday.
- When an onsite visit is required, it will take place in accordance with the Response Times available within the Customer's Service Level Agreement. Consequently there is no guarantee that an onsite Support visit will commence immediately at the start of the next standard hours period (8.00AM)
- When a Customer has an Incident that is being worked upon during normal business hours that remains unresolved at 5.00PM Support will not continue in the Out of Hours Period by default.
- In order for Support on an Incident that remains unresolved at 5.00PM to continue and be worked on beyond 5.00PM, the Customer will be required to specifically request an immediate Out of Hours task to be logged within the Incident in question.
- The Customer can opt to pay for Support during Out of Hours Periods either by:
 - o Agreeing to a fixed fee as part of the overall contract cost in order to be able to log unlimited Out of Hours Support. The fixed fee will be stated in the Agreement. OR
 - o Agreeing to pay for Out of Hours Support on a pay as you go basis at an agreed hourly rate stated in the Agreement.
- LANSAFE retains the right to revise the fees for Out of Hours Support from time to time and will notify Customers in advance in accordance with the guidelines stated in the Agreement from time to time.

EXCLUSIONS/EXCLUDED WORK

- Customers must accept that computers, software and their associated products can be supplied in an imperfect state or can develop faults over time and that LANSAFE's role is to reduce the effects of such imperfections rather than to eliminate them.
- LANSAFE retains the right to exclude 3rd party software from the scope of the Agreement.
- When 3rd party software is included within the scope of the Agreement, Support will only be provided to users that have a reasonable level of competency and once the user has used help files and other resources available from the vendor.
- LANSAFE do not commit to having experts available for all 3rd party software and therefore cannot guarantee being able to resolve all Incidents relating to 3rd party software logged and will not provide training under the terms of the Agreement.
- When 3rd party information or services are provided LANSAFE can make no guarantees about quality or suitability.
- In certain circumstances when an issue exists with an aspect of the Customer's System, LANSAFE may recommend a solution that will require a capital cost outlay by the Customer. Such costs will not be covered by the Agreement.

- If the Customer chooses not to adopt the solution recommended by LANSAFE and the issues continue, LANSAFE retains the right to refuse or limit Support in respect of the item / issue in question. Alternatively a higher charge for continued Support for the item / issue may be introduced to reflect the additional effort that would not have been required if the recommendation were adopted.
- LANSAFE will require Administrator-level access to the System at all times
- LANSAFE cannot be held responsible for being unable to provide Remote Support due to a lack of remote access to the System, when the lack of remote access results from a problem with connectivity that is beyond LANSAFE's control.
- LANSAFE will respond to Incidents in accordance with the Support Schedule that is specified in the Agreement.
- LANSAFE retains the right to decide the appropriate course of action for each Incident and will follow the necessary troubleshooting steps in order to diagnose and then rectify the Incident.
- Depending upon the nature of the Incident, LANSAFE may have to impose a workaround to rectify the Incident as opposed to a fix. Any workaround may be temporary prior to a permanent solution being instigated or permanent if the Customer decides not to proceed with a permanent fix.
- A workaround may be of a technical nature or may involve changing a manual business process performed by the Customer. LANSAFE will always aim to return the affected area of the System to an acceptable operational state, however depending on the nature of the problem this may not be possible without Changes to the System being made.
- LANSAFE retains the right to not install, configure or Support any software for which the Customer cannot provide / produce a valid license for.

WARRANTY/GUARANTEES

All repairs carried out by LANSAFE or our representatives shall be guaranteed for a period of 30 days. This guarantee does not affect the Customers statutory rights.

DATA SECURITY/RECOVERY

Data security/Recovery LANSAFE will not be held responsible for any data corruption or loss, howsoever caused. Should any such data loss occur, LANSAFE will make every effort to recover the data. If 3rd party specialist data recovery services are required, then it is the customer's responsibility to cover the cost for this.

CONFIDENTIALITY

Neither LANSAFE or any of our representatives or customers will, without the other's written consent, disclose to any third party any information concerning the business or method of working of the other party which may be revealed to it during the period of the agreement or otherwise, except as required by law or to the extent that such information may become public knowledge or may be acquired or generated by either party independently from the other otherwise than by reason of a breach of this clause

LIMITATION OF LIABILITY

- LANSAFE is not responsible for the loss of Customer data. LANSAFE is responsible for ensuring the backup software and related hardware (when applicable) is set up correctly.
 - The liability of LANSAFE for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the aggregate price paid for the services under the Agreement up to the date in question.
- In no event shall LANSAFE, its partners or suppliers be liable for costs of substitute goods or services, nor will they be liable for loss of profits, loss of data or any indirect, special, incidental, consequential or punitive damages however caused, whether due to a breach of contract, negligence or otherwise unless such liability is determined by a Court of competent jurisdiction, without further recourse to appeal, that it was caused by gross negligence, wilful misconduct or fraudulent acts, by LANSAFE

THE SUPPORT SERVICES AGREEMENT

- The Support Services Agreement supersedes all prior Agreements made between LANSAFE and the Customer for the provision of Support services and constitutes the entire Agreement between the parties relating to LANSAFE's Support Services. The Agreement does not supersede the General Trading Terms and Conditions of LANSAFE for any other business activities that the parties are or have been engaged in or may be engaged in the future.
- If any term, clause or condition of these Terms and Conditions is in violation of any applicable law, statute or regulation, the term, clause or condition in question shall be deemed as being deleted without effect to the remainder of these Terms and Conditions.
- These Terms and Conditions shall remain in full force as if the deleted term, clause or condition had not been included. LANSAFE and the Customer will negotiate, in good faith, alternative terms, clauses or conditions to those deleted that are mutually acceptable to both parties.
- Headings are included for convenience only and shall not affect the interpretation of the Agreement.

SOLE APPOINTMENT

- The customer shall not allow any persons other than LANSAFE or one of its representatives to support the system.

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales to settle any dispute which may arise in connection with this Agreement, save that LANSAFE has the right at its sole discretion to commence and pursue proceedings in alternative jurisdictions. This agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

CYBER SECURITY

- Cyber Security: When signing up to our cyber security offering IMPACT or any of the services relating to cyber security it is our duty to note that Lansafe have created the IMPACT offering, and offer the products used to represent IMPACT, as a cybersecurity measure designed to provide a very strong protection against cyber threats and vulnerabilities. While we adhere to industry best practices to enhance our clients' security position, it is imperative to recognise that no system can offer an absolute guarantee of immunity from hacking and unauthorised access. IMPACT functions as a comprehensive solution to mitigate risks and secure defenses; however, the nature of cyber threats instructs a realistic understanding that complete immunity is unattainable. Users are strongly encouraged to complement our services with proactive security measures, including routing system updates, secure password management, and ongoing user education. By availing themselves of IMPACT, clients affirm their understanding of the shared responsibility in maintaining a vigilant and proactive approach to cyber security.

