

Terms and Conditions of Service

THE SCHEDULE for the supply of Managed IT Services and the Managed IT Services Service Level and pricing.

This Schedule and the MASTER SERVICES AGREEMENT FOR THE PROVISION OF TELEPHONY, COMMUNICATIONS, INFRASTRUCTURE SERVICES and INFORMATION TECHNOLOGY SERVICES and the Order together form the Contract for the Service(s) to be supplied by the Supplier to the Customer.

This Agreement is made between the Supplier (X.Communications Limited registered in England & Wales under number 02139995) and the Customer, as specified on the Supplier's Order form.

The Supplier agrees to provide Managed IT Services and the Managed IT Services Service Level Agreement as specified under this Schedule.

1. The definitions in the Master Service Agreement shall apply to this Schedule unless expressly stated otherwise.

In this Agreement the following terms shall have the following meanings:

Acknowledgement Time: The amount of time the Supplier has from when the Customer raises a Trouble Ticket to when the Supplier Acknowledges receipt of the ticket.

CPE: means Customer Premise Equipment

Customer IT Network: means the IT Infrastructure that enables the use of the Customer IT Network within the Customer environment and is made up of Network Attached Devices including: Switches, Servers, Software, PC's and printers that are identified on the Customer Order Form and will be supported under this agreement.

Customer Premise Equipment: means Hardware that reside on the Customer IT Network.

Extended Hours Support: means Support provided during the hours of 6:00am to 9:00am and 5:30pm to 8:00pm Monday to Friday excluding public and national holidays

Fair Usage Policy: means those Services supplied under this agreement where reasonable usage is considered "fair" use and any use in excess of this is considered unreasonable unfair use and which is defined in a Policy outlining what is considered to be Fair Usage

Home Worker; means an employee of the Customer who is based from home.

IT Support Schedule: means the schedule to the Customer Order Form, identifying the Services and products, managed under the Contract.

Mobile Network Attached Devices: means Laptops, PDA Mobile phones and other identified items that connect to the Customer IT Network via a remote access medium.

Network Attached Devices: means the Hardware Equipment on the Customer IT Network including but not limited to PC's, Laptops, Printers and Servers.

On Site Support: means Support that is undertaken by the Supplier employees on the Customer IT Network at the Customer Site.

Out of Hours support: means Support provided between the hours of 8:00pm and 6:00am Monday to Friday and all day Saturday and Sunday excluding public holidays and national holidays.

Pay as you Go (PAYG); means charges based on time usage of the Support service and where no Monthly Service Contract Charges are applicable

Remote Users / Workers: means those employees of the Customer working from home or other non-office locations

Remote Support: means Support that is undertaken by the Supplier to the Customer IT Network via remote access mechanisms and where the Supplier's employees are not on the Customer site.

Response Times: The time the Supplier has from when the Supplier Acknowledges the customer Trouble Ticket to starting to work on the solution to the raised ticket.

Server: means a Server within the Customer IT Network located either at the Customer office , Data Centre, the Suppliers offices or data centres or other location.

Server Instance: means a server instance normally on a Server Unit or via VM Cloud based technology.

Service: means the professional Support management of the Customers IT Network as detailed on the Customer Order Form and in line with the agreed IT Service Level as identified within this schedule.

Service Charges: means the monthly Service Charges for the Supplier's provision of Service of support for the Customer IT Network as identified on the Order Form.

Service Priority Level: means as decided by the Supplier as to the severity of the Customer request for the Supplier assistance.

Software: means Software on all Network Attached Devices and in Virtual domains that are used by the Customer and which are used to run the Customer IT Network and which are covered under the Support Contract including all new releases, patches and versions.

Standard Hours Support: means Support provided during the hours of 9.00am to 5:30pm Monday to Friday (Working Day) excluding public and national holidays.

Supplier: means XCommunications Limited

System Audit: means to undertake a review of the Customer IT Network to determine what products and services exist and what level of Support may be required.

Trouble / Fault Ticket: means a Support request entered into the Suppliers in-house ticketing / fault tracking systems whereby a tracking reference number is allocated.

Vendor: means a supplier of Equipment or Software

Working Day as defined in these Definitions and the Master Services Agreement and limited to the Working hours of England.



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2. These terms and conditions shall apply in respect of the above Service(s) that you have offered to acquire, detailed particulars of which are set out in the Customer Order form. Where there is any conflict between the provisions of this Schedule and the provisions in the Master Service Agreement, the provisions of the Master Services Agreement will prevail.
3. If the Customer reports a fault with the Service, the Supplier will make commercial endeavours to resolve the fault promptly in line with a competent operator offering such services in the United Kingdom provided that the fault has arisen from normal use of the Equipment or Service.
4. This agreement and pricing contained within the Customer Order form is also subject to the Customer confirming the number of PCs, Servers, Switches, Routers and any other Network Attached Devices. Any variation to the Customer IT Network by the Customer may result in a variation to the Charges for the Services.
5. Fair Usage Policy – The Customer IT Network: means the Service does not include any service provision relating to or required as a result of the following:
 - 5.1 Failure by the Customer to maintain the necessary recommended environmental conditions for the Customer IT Network, as advised by the Supplier or any other competent authority including equipment manufacturers.
 - 5.2 A recurring Service request which is as a result of the Customer failing to take remedial action as advised by the Supplier.
 - 5.3 Any support or maintenance undertaken to the Customer IT Network by persons not authorised or approved by the Supplier.
 - 5.4 Installation within the Customer IT Network by the Customer of any third-party software or any hardware without prior written agreement of the Supplier.
 - 5.5 Any malicious or intentional damage to the Customer IT Network by the Customer or any of its employees, agents or contractors.
 - 5.6 The Customer's use of the Customer IT Network for any illegal activity or any recognised unacceptable business practice.
6. **General Terms for the Support of the Customer IT Network:**
 - 6.1. the Supplier will require unrestricted administrative level access to the Customer IT Network during the entire Minimum Term of this Agreement.
 - 6.2. This agreement is subject to all hardware Network Attached Devices and any operating system software being at the correct firmware and or software version or being moved to such new versions as required as part of the Service as shown on the Customer Order form
 - 6.3. The Customer may add or remove hardware and/or software to/from the Customer IT Network with the prior written agreement of the Supplier at any time during the Minimum Term.
7. **Chargeable Services**
 - 7.1. A change in service could include an instance where the Customer has requested urgent work to be undertaken, deployment of new equipment or an enhancement in services i.e. Security or adding new employees and their Devices to the Customer IT Network.
 - 7.2. Requests for changes to the Customer IT Network that are not general day to day support are chargeable.
 - 7.3. Chargeable requests may include an alteration to the Customer IT infrastructure, an expansion of the Customer IT Network, adding or building bespoke solutions to the Customer IT Network. These requests for changes to the Customer IT Network will be chargeable and the Supplier will advise the Customer of the expected charges and the Customer will agree the Charges before undertaking any works.
8. **Consultancy**
 - 8.1. the Supplier provides a consultancy Day Rate which will be applied to all Customer requests for non-standard project work and consultancy. Rates are based on minimum 4-hour segments and are charged at the Supplier consultancy Day Rate as identified in the pricing section of this document. All Consultancy and project work will require written confirmation by the Customer that they accept the charges associated.
9. **Service Charge increases as a result of Customer Changes**
 - 9.1. In the event the Customer IT Network changes such that the level of Support under the current contract is insufficient, the Supplier reserves the right to amend the charges associated to the level of Support required. Where this change is as a result of Customer growth and an increase in Network Attached Devices attached to the Customer IT Network, the Supplier reserves the right to increase its charges proportional to the amount of increase in the Customer IT Network. This increase in charges will be via the Suppliers invoicing system and these additional monthly charges for additional services will be covered under the terms of this Agreement. Any additional Devices being supported and where additional charges are being levied will be managed under the terms of this Agreement. Any increase in charges will be prior agreed with the Customer.
10. **Customer Premise Equipment, Network Attached Devices**
 - 10.1. During the agreement certain Customer Premise Equipment (CPE) / Network Attached Devices (NAD) or other Equipment supplied by the Supplier or owned by the Customer will fall out of the Manufacturer's Warrantee/ Guarantee period. Once CPE /NAD fall out of the Warrantee / Guarantee period the Customer agrees that the cost to support these Devices will increase and, in some cases, Support may not be possible where a replacement or alternative solution will be proposed by the Supplier to the Customer
 - 10.2. Replacement of any CPE / NAD outside of the warrantee period will incur charges for replacement equipment.
 - 10.3. During the warranty period the Supplier reserves the right to return any faulty CPE or NAD back to the manufacturer in line with the

manufacturer's returns policy. Any new equipment purchased by the Customer via the Supplier will have full title transferred to the Customer upon payment for the CPE or NAD being made to the Supplier.

- 10.4. The Customer accepts that as CPE/ NAD falls out of Warranty it costs more to maintain and in some cases may not be maintainable. Also, certain equipment and software becomes "end of life" and in this case the equipment and or software is no longer supported by the manufacturer / developer. In these cases the Customer accepts that the Supplier cannot reasonably manage the CPE or the Software to a high standard and if the equipment or software becomes faulty the Supplier will not be able to replace on behalf the Customer the same equipment or software type and model. The Customer also agrees in such cases the Supplier cannot be held accountable for any breach of security associated to the Software, Device or the IT Network.
- 10.5. Where Customer equipment becomes faulty and the Customer agrees to replace such equipment, the Supplier will purchase if required on behalf of the Customer and the Customer agrees to pay the Supplier for the equipment at which time full title for the goods will pass to the Customer.
- 10.6. The Customer may request the Supplier to dispose of any old / end of life Customer owned equipment. In such cases the Supplier will dispose in line with current regulations and additional charges will apply. Any data on the equipment will be erased prior to disposal.

11. 3rd Party changes to the Customer IT Network

- 11.1. Should the Customer and a 3rd Party working for the Customer make changes to the Customer IT Network, the Supplier reserves the right to suspend all support of the Customer IT Network unless such works were undertaken with the approval of the Supplier.
- 11.2. If the Supplier suspends support of the Customer IT Network, the Supplier will NOT suspend charges for the Support of the Customer IT Network.
- 11.3. The Customer agrees that any changes to the Customer IT Network must be approved by the Supplier on the basis it is not reasonable for the Customer to expect the Supplier to support a network change that it has had no involvement or agreement in.
- 11.4. The Supplier reserves the right to refuse to Support any 3rd party changes to the Customer IT Network where the Supplier has not given its prior approval of the changes.
- 11.5. If the Customer wishes to include 3rd Party changes in the Supplier's Support the Customer agrees that there may be a change in the Monthly Service charge and that the Supplier has to be given full access to those systems.
- 11.6. The Supplier reserves the right to NOT provide support to any 3rd Party systems added after the date of the Customer Order Form.

12. Systems access

- 12.1. The Supplier will require Root level Administrator access to the Customer IT Network and any associated Software's and Network Attached Devices associated with the Support of the Customer IT Network at all times during the life of the Contract.

13. Remote access to the Customer IT Network

- 13.1. Where Remote access to the Customer IT Network is not available due to a Telecommunications provider network issue which is out of the control of the Supplier, the Supplier cannot be held responsible for failure to provide Support or resolve an Incident / fault. Network Issues are often as a result of Telephony Network failures and until the Telephony Network Provider has made the network available the Supplier will not be able to get remote access to the Customer IT Network.

14. Fault Resolution

- 14.1. The Supplier will make the decision as to the best approach to a Customer IT Network fault or Incident. The Supplier will decide the course of action to be taken and will make all commercial endeavours to resolve the incident in a timely manner and in line with any agreements in the Customer Order form. In some cases, a true fix may not be possible due to time constraints or severity in which case a temporary fix may be put in place until a permanent fix can be implemented.
- 14.2. Designation of fault Severity level will be decided by the Supplier.

15. Items Excluded from this Agreement unless specifically noted on the Customer Order form as being included in the Agreement

- 15.1. Purchase of New Hardware or Software.
- 15.2. Installation / Relocation of hardware and software
- 15.3. Any Warrantees or Guarantees or Manufacturers Warrantees pertaining to ANY device owned by the Customer.
- 15.4. Photo Copier machines
- 15.5. SOFTWARE for Applications and Operating Systems other than those listed as part of this schedule.
- 15.6. Training.
- 15.7. Any Internet / cloud related products including Websites, remote storage and back-up, hosted email, Internet Access unless these have been provided by the Supplier.
- 15.8. Any environmental systems unless supplied by the Supplier including but not limited to Air conditioning, UPS systems, Electrical supply systems and earthing cabling / bars.
- 15.9. Peripheral devices such as keyboards and mice screens and monitors.
- 15.10. Changes that require a Site Visit including but not limited to setting up new printers, computers, unless agreed on the Customer Order or paid for on a Pay as you Go basis.
- 15.11. Support of specialist software e.g. accounts, web design, desktop publishing, payroll, etc.



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- 15.12. equipment over 5 years old at start of contract
- 15.13. Existing faults
- 15.14. Disk de-fragmenting, cleaning tape heads etc.
- 15.15. Accidental damage or equipment misuse.

16. Support Availability

- 16.1. Where the Customer has 3rd Party suppliers involved with their Customer IT Network it is the responsibility of the Customer to provide the Supplier with all relevant contact details and authority to deal with these 3rd Party Suppliers on behalf of the Customer. Failure to provide this information could limit the Support provided to the Customer. the Supplier cannot be held responsible where this information has not been provided and a Customer support issue remains unresolved.
- 16.2. Planned maintenance (e.g. Server re-boots) can be scheduled for Out of Hours Periods at no extra cost to Customers with a support agreement that provides for such. Otherwise, all planned maintenance will take place within the Monday to Friday normal working day Support Hours.
- 16.3. When an On-Site Support visit is required, it will take place in accordance with the Response and Acknowledgement Times available within the SLA within this agreement. Consequently there is no guarantee that an On-site Support visit will commence immediately at the start of the next standard hours period (9.00AM).
- 16.4. Due to heavy road traffic and other unforeseen travelling difficulties the Supplier cannot guarantee an On-Site visit will start at the specified time and cannot be held responsible if an On-Site engineer arrives late at the customer site.

17. Time recording

- 17.1. Whilst working on requests, the Supplier staff will record all time spent and actions taken via the Supplier's management system. This information will be used where applicable for billing purposes and for Customer reporting.

18. Response Times

- 18.1. The Supplier cannot provide a guaranteed timeframe in which any faults will be remedied or how long installations / changes to the Customer IT Network will take. The Supplier's staff will, where appropriate, give an estimate of timescales but the Supplier cannot be held to these timescales. The Supplier will take all commercial steps to ensure all faults and requests are dealt with in a timely manner.
- 18.2. The Supplier's staff will respond to Customer faults or requests in line with the Response Times and Acknowledgment Schedule as documented within this Schedule and in line with the Customer Order Form.

19. Site Visit determination

- 19.1. the Supplier will be solely responsible for deciding if a site visit is required to facilitate a change in the Customers IT Network or to resolve any fault.
- 19.2. Where the Customer DOES NOT have On-Site support as part of their Contract, the Supplier will ask the Customer if they wish the Supplier to attend site. The Supplier will advise the Customer of the associated fees and the Customer will have to agree to the fees before any site visit is undertaken.

20. Software Licensing

- 20.1. The Customer will be legally liable for all licensing agreements for all software in use by the Customer on its Customer IT Network at all times. The Supplier will not be held liable for any failure in software licensing and will not be liable for any fines resulting from a failure to have up to date licensing in place on the Customer IT Network. The Customer agrees to maintain a log of all software licensing and at the Supplier discretion provide such information to the Supplier. Where it is found a Licence does not exist the Supplier reserves the right to remove support from that Device / software until the Customer has acquired the necessary licence or approvals. It is the responsibility of the Customer to ensure any software provided by the Supplier is licensed at all times and the Supplier cannot be held responsible should this not be the case.
- 20.2. Typically there are many Network Attached Devices and Software programs that require annual licencing and where this is the case the Supplier can provide a quotation for the purchase of or renewal of such licences.
- 20.3. Where it is found a licence is close to expiring or already expired the Supplier will advise the customer via a quotation of the cost to purchase the required licence. Failure to proceed to purchase the licence may mean Support of that part of the Service will be suspended until a new licence is purchased.
- 20.4. Unless expressly informed otherwise and to ensure the smooth running of the Customer IT Network and to avoid any disruptions in the Service as a whole or part, the Supplier reserves the right to purchase on behalf of the customer any licence for any system on the Customer IT Network where the cost of this licencing does not exceed £300 in any one month. In such cases the Supplier will invoice the Customer for the licencing charges.

21. Systems and Site Access

- 21.1. It is the Customers responsibility to provide the Supplier staff unrestricted access to the entire Customer IT Network to allow the Supplier to provide the Service. Failure to provide un-restricted access will prevent the Supplier from undertaking its responsibilities within the Contract. The Supplier cannot be held liable for any incidents or delays as a result of access not being fully provided.



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22. Data security/Recovery

- 22.1. the Supplier will not be held responsible for any data corruption or loss, howsoever caused. Should any such data loss occur, the Supplier will make every effort to recover the data but does not guarantee that this will be possible and the Customer agrees not to hold the Supplier liable for any such losses or corruption. If 3rd party specialist data recovery services are required the Customer agrees to cover and not hold the Supplier liable for the cost of the 3rd Party expense incurred.

23. Termination of Agreement

- 23.1. The Customer can terminate the Agreement at any time after the Minimum Period with the provision of 60 Business days' notice in writing and in line with the terms of the Supplier's Master Services Agreement.
- 23.2. the Supplier retains the right to uninstall any 3rd party software from the Customer IT Network where the Supplier owns the licence or that the Supplier has installed on behalf of a 3rd party who own the software licence in the event of contract termination.

24. Exclusions

- 24.1. The scope of the Service is to reduce the user's involvement in maintaining a Customer IT Network for their business. As with all Customers IT Network's, computers, software etc the products themselves may have internal bugs and other interoperability issues that are yet to be resolved and which effect the performance of the Customer IT Network. The Service is designed to help alleviate most of these issues however it must be accepted that not all issues can be easily resolved or indeed ever fully resolved and that many unresolved issues depend on the Software manufacturer to resolve.
- 24.2. The Customer accepts that many services are provided as Cloud based and therefore the Customer accesses these services via their internet connection. Where the Customer internet connection is offline or inoperable for daily use the Customer accepts that access to cloud-based services may not be possible or may be impaired. The Customer cannot hold the Supplier accountable in such circumstances and accepts that the Supplier may not be able to gain access to the Customer IT Network or the Customer Cloud based services where the Customer's internet access is not available.

25. 3rd Party Software

- 25.1. the Supplier reserves the right to exclude any 3rd party software from the scope of the Service unless otherwise stated on the Customer Order form.
- 25.2. the Supplier does not commit to having experts available for all 3rd party software and therefore cannot guarantee being able to resolve all Incidents relating to it.
- 25.3. When 3rd party information or services or Software is provided, the Supplier can make no guarantees about quality or suitability or the Supplier's ability to install and manage such software.
- 25.4. the Supplier cannot guarantee that any 3rd party software including but not limited to Anti-Virus, security and firewall software, whether or not recommended by the Supplier will keep computer(s) free of errors, viruses, worms, Trojans, email spam, spy ware, hacking or any other unauthorised access. Therefore the Supplier will not be held responsible for any loss or damages howsoever caused.

26. Logging Support requests

- 26.1 All requests for Support from the Customer must be made via telephone to the Support line or via email to Support@xcomm.co.uk email address or via the Suppliers website based "ticketing System". The Supplier, upon receiving notification regarding an issue with the Customer IT Network, will be logged as an Incident with an allocated Incident reference number. The Incident reference number along with details of the Incident will be emailed to the Customer.

27. The Supplier 3rd Party Software to provide the Service

- 27.0 The Customer hereby agrees for the Supplier to install 3rd party software onto the Customer IT Network including but not limited to Servers, desktop PC's and laptop PC's to allow the Supplier to remotely access the Customer IT Network to provide the Service. If the Customer refuses this right the Supplier has the express right to cancel the Customer Order for the Service without penalty.
- 27.1 Any 3rd Party Software installed onto Customer Premise Equipment or Customer IT Network by the Supplier, or its Partners will remain the property of the Supplier and or its Partners.
- 27.2 If it is agreed that certain Network Attached Devices or CPE cannot have the 3rd Party software loaded by the Supplier in which case the Supplier may revise any pricing for the support of those Network Attached Devices or CPE. the Supplier may at its discretion remove those Network Attached Devices or CPE from the Customer Order for the Service.
- 27.3 If during the term of the Contract the Customer refuses the continued use by the Supplier of its 3rd Party software, the Supplier reserves the right to cancel the Order for Service and the Customer agrees to pay the full outstanding amounts to the end of the Contract Minimum Term.

28. Home Workers & Mobile Workers - Remote Devices

- 28.0 The Supplier will provide Support to home workers and mobile workers remote devices whilst not at the Customer Site provided this has been agreed on the Customer Order form.
- 28.1 The Supplier will take reasonable endeavours to support Remote Workers devices on the proviso the Supplier can access the Remote Workers devices remotely.
- 28.2 The Supplier will not attend Home Workers locations unless otherwise agreed on the Customer Order form or where subsequent authorisation from the Customer has been given and the Supplier has accepted this and any additional charges that may apply have been



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agreed.

- 28.3 The Customer accepts that supporting Home Workers is undertaken on the basis that the Home Worker themselves may need to supply access data and passwords to their home networks.
- 28.4 The Customer accepts that the ability to work from home and access systems and services used the Customer will also depend on the quality of the Home Workers access to the Internet which will not be the responsibility of the Supplier.
- 28.5 The Customer accepts that access to Home Workers home networks may not be possible and in such cases providing the Service to that Home Worker will not be possible and is of no fault of the Supplier.
- 28.6 the Supplier accepts no responsibility for any negative impacts as a result of supplying Support to the Customers Home Workers or Remote Workers.
- 28.7 The Customer accepts all responsibility for the Supplier's actions with regards supporting Home Workers.
- 28.8 The Customer accepts that to access a Home Workers remote Device, the Supplier will need to access the Customers PC or other Device through the Home Workers private broadband connection and that there is no guarantee a connection can be made and as a result the Customer accepts the Supplier cannot perform Support in such cases.

29. Out of Hours Support

- 29.0 The Supplier provides Remote Support and On-Site Support during Out of Hours Periods i.e. outside of the Working Hours as defined, by pre-agreement only and where detailed on the Customer Order Form or on a Pay as you Go basis.
- 29.1 When Out of Hours Remote Support cannot resolve the Incident and an On-Site Support visit is required, the On-Site visit will be arranged for the soonest available point in time during the Supplier's standard onsite Support Hours 09.00 AM – 5.30 PM Monday to Friday unless the Customer has ordered Extended Support hours.
- 29.2 Out of Hours On-Site Support as can be purchased on a Pay as you Go basis during the out of hours periods not covered under the Customer Order.
- 29.3 If an Incident is unresolved by 5.30pm Support will not continue into the Extended Hours Period. Work to resolve the fault will only continue if the Customer Order specifies Extended Hours is part of the Customer Order for Service. Out of Hours Remote and On-Site Support is available if the Customer agrees to pay for Pay as you Go "Out of Hours" Remote and / or On-Site Support.
- 29.4 The Customer can opt to pay for Support during Extended Hours periods or Out of Hours Periods by agreeing at the time of the requirement to accept the charges as defined in the IT Support Price List or agree to sign an upgraded Service contract that includes Extended Hours if applicable.
- 29.5 All Support hours and bank holidays and public holidays referred to in this document are assumed to be times defined in England. Any requirements for "out of Hours" work in other parts of the UK will require the Supplier to approve prior to any works being undertaken.

XCommunications support hours			
Service Type	Standard Support hours	Extended Support Hours	Out of Hours support
Standard Service offering	Support provided between 9:00am to 5:30pm Monday to Friday excluding weekend's public and national holidays. Remote Support Only Included. On-Site Support provided on a Pay as you Go basis.	6:00am to 9:00am & 5:30pm to 8:00pm Monday to Friday excluding weekend's public and national holidays. Remote Support Provided on a Pay as you Go basis. On-Site Support Provided on a Pay as you Go basis	8.00pm to 6.00am Monday – Friday including weekend's public and national holidays. Remote Support Provided on a Pay as you Go basis. On-Site Support Provided on a Pay as you Go basis
Premium Service offering	Support provided between 9:00am – 5.30pm Monday to Friday excluding weekend's public and national holidays. Remote Support and On-Site Support included.	6:00am to 9:00am & 5:30pm to 8:00pm Monday to Friday excluding weekend's public and national holidays. Remote Support Provided On-Site Support Provided on a Pay as you Go basis	8.00pm to 6.00am Monday – Friday including weekend's public and national holidays. Remote Support Provided on a Pay as you Go basis. On-Site Support Provided on a Pay as you Go basis

Elite Service Offering	Support provided between 6:00am – 8:00pm Monday to Friday excluding weekends and public and national holidays. Remote Support and On-Site Support included.	8:00pm to 6:00am Monday to Friday excluding weekends and public and national holidays. Remote Support and On-Site Support included	8.00pm to 6.00am Monday – Friday including weekend’s public and national holidays. Remote and On Site Support provided on a pre-agreed contracted rate.
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What’s included in the Support Service type and the Service Levels

30. The Service Definition

- 30.0 The Elite, Premier and Standard Service package definitions that the Supplier provides are shown below:
- 30.1 The Customer can upgrade from a Service Level at any time during the Minimum Term of this agreement with the agreement of the Supplier.
- 30.2 The Customer CANNOT downgrade from a Service Level during the Minimum Term of this agreement without the prior written consent of the Supplier.
- 30.3 Any upgrade in Service Level will attract an additional cost which will be reflected on a Customer Order form.

What we do for you			
Description	Standard	Premium	Elite
Unlimited Supplier Remote Support 9am–5.30pm Mon-Fri	✓	✓	✓
Unlimited Supplier Remote Support 6am–8pm Mon-Fri		✓	✓
Performance Monitoring of your Local Area and Wide Area Networks	✓	✓	✓
Managed anti-spyware protection / Anti-Virus protection	✓	✓	✓
Managed anti-spam	✓	✓	✓
Remote Hardware performance monitoring		✓	✓
Response time to critical problems within 1 hour	✓	✓	
Response time to critical problems within 30 minutes			✓
Remote Security Monitoring		✓	✓
Hardware and Software asset register creation		✓	✓
Monthly Maintenance visits			✓
On-site Customer IT Network Service Support (to agreed designated customer sites)		✓	✓
On-site Customer IT Network Service Support limited to 8 hours pcm during standard hours		✓	✓
On-site Customer IT Network Service Support limited to 4 hours per calendar month (pcm)during extended hours		✓	✓
On-site Customer IT Network Service Support unlimited during standard and extended hours			✓
Daily Server Data back-ups	✓	✓	✓
Periodic remote Server re-boots			✓
Firewall Management (subject to specification and Router based firewalls only)		✓	✓



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Networks Security Management		✓	✓
Web Filtering Management (If purchased the web content filter on Xcomm router)		✓	✓
Unified Threat Management		✓	✓
System adds, moves and changes		✓	✓
Patch Management: Microsoft patches and Service Packs managed, downloaded and applied		✓	✓
Software Installations		✓	✓
Procurement & Replacement of Hardware / Software on behalf of Customer		✓	✓
Support of Home Workers PC and other agreed Devices (Restricted to Type and agreed on order form)		✓	✓
Designated Supplier IT Support contact			✓
Emergency on-site support – see schedule for call out times and charges			✓
Disaster Recovery / Back –up Services			✓
Online data back-up to your servers or our secure server centre (storage costs apply)	POA	POA	POA
On-site backup	POA	POA	POA
DNS & Website Hosting and email routing / anti spam services	POA	POA	POA
Domain registration	POA	POA	POA
Penetration testing to check Network Vulnerability	POA	POA	POA
24hours data recovery service (where recovery is possible)	POA	POA	POA
Supplier IT Consultant based at customer offices (Outsourced IT)	POA	POA	POA

31. Service Acknowledgement Priority Levels and Response methodology

- 31.1 the Supplier will allocate an appropriate Service Priority Level “Service Priority Level” to each incident and or service request as defined by the table shown below.
- 31.2 the Supplier is ultimately responsible for the allocation of a particular Service Priority Level to any Incident or Service request.
- 31.3 the Supplier may change a Service Priority Level pertaining to a particular incident or service request should in the opinion of the Supplier the particular incident or service request has been previously allocated an inappropriate Service Priority Level.
- 31.4 An Incident or Service Request can only be recognised by the Supplier when the incident or Service Request has been allocated a unique reference number “Trouble Ticket” and the Supplier has allocated an associated Service Priority Level.
- 31.5 the Supplier may initially attempt to solve the Support issue over the phone or via email with the Customer.
- 31.6 Should the Supplier be unable to resolve issue via Remote Support methods, the Supplier will organise a Customer Site visit provided this is part of the Customer Order or the Customer agrees to pay on a Pay as you Go basis.

32. Remote Service: Acknowledgement & Response times

- 32.0 Remote Service is identified as the Supplier remotely accessing the Customer IT Network via means of software owned and operated by the Supplier. the Supplier will remotely access into the Customer IT Network to determine and fix where possible a fault. If a fault cannot be rectified remotely a Service Engineer may attend the Customer site.
- 32.1 Service acknowledgement & response times reflect the amount of time the Supplier has before it acknowledges it has received a customer request and then responds with an initial determination and acceptance of the customer request or fault.
- 32.2 the Supplier will where possible provide a preliminary diagnosis of the Customer request / fault.
- 32.3 Service Acknowledgement and Service Response times are not **Service FIX times**.
- 32.4 The Service Acknowledgement & Response Times for Remote Service are as defined in the following table:

Remote Service – Service Acknowledgement Times			
Service Priority Level	Standard	Premium	Elite
Acknowledgment Time	1 Hour	1 Hour	1 Hour
Remote Service – Service Response Times			
Service Priority Level	Standard	Premium	Elite
Critical	1 Hour	1 Hour	30 Minutes
High	2 Hours	1 Hour	1 Hour
Medium	8 Hours	4 Hours	2 Hours
Low	16 Hours	8 Hours	4 Hours

Service Priority Level	Description
Critical	An incident that is causing complete or a significant failure of the Customer IT Network with significant business impact.
High	An incident that is causing partial failure of the Customer IT Network with significant business impact. A service request that if not instigated, will cause an incident with a critical or high service priority level.
Medium	An incident that is causing partial failure of the Customer IT Network with minor business impact as there is a suitable workaround. A Service request that if not instigated will cause and incident with a medium Service priority level.
Low	An incident that is causing no failure to the Customer IT Network but needs to be Investigated by the Supplier. A service request that is low level which is administrative and / or informational in nature.
Generic Service Request	A request by the customer to undertake works that have no immediate impact on the Customer IT Network

33. On-Site Service 33. Response times

- 33.0 Where a fault cannot be fixed using Remote techniques a site visit will be required. Below are the times taken for a Supplier Engineer to attend Customer sites. Time taken to attend Customer sites START after the period allocated for the Remote Service –Acknowledgment and Response Times. Time taken to attend Customer sites does not include time taken to fix a Fault. the Supplier cannot be held responsible for delays taken in engineers attending Customer sites due to heavy road traffic and other legitimate reasons.
- 33.1 Acknowledgment and Response Times are **not Service FIX times**.
- 33.2 The Response Times for On-Site Service are as defined in the following table:



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On-Site Service – On Site lead times from Response Times			
Service Priority Level	Standard	Premium	Elite
Critical	Pay as you Go	4 Hours	3 Hours
High	Pay as you Go	6 Hours	5Hours
Medium	Pay as you Go	8 Hours	6 Hours
Low	Pay as you Go	12 Hours	8 Hours

34. Changes to this schedule and the associated Service Level Agreements and tables of supported devices, applications and operating systems.

34.0 The Supplier reserves the right to change or amend these Terms and Conditions and Schedules. Reasonable notice will be given where practical however this cannot be guaranteed. The contents of this Schedule and its associated tables can be viewed at any time on the Supplier website.

Applications we support

Adobe acrobat reader	Yes	Microsoft Office	Yes
Microsoft project	Yes	Microsoft Exchange Server 2003, 2007, 2010	Yes
Blackberry enterprise server	Not yet	Microsoft Internet Security (ISA)	Yes
Microsoft Access	Yes	Microsoft Back Office	Yes
Microsoft Entourage	Yes	Microsoft 365	yes
Excel	Yes	Microsoft Teams	yes
Microsoft Groove	Yes	3CX	yes
Microsoft Groove server	Yes	McAfee	Yes
Microsoft Info path	Yes	Groupshield	Yes
Microsoft Internet explorer	Yes	Netshield	Yes
Microsoft OneNote	Yes	Open office	Yes
Microsoft Outlook	Yes	Avira	Yes
Microsoft Outlook express	Yes	Sophos	Yes
Microsoft PowerPoint	Yes	Microsoft Security Essentials	Yes
Microsoft Project server	Yes	Windows Defender	Yes
Microsoft Publisher	Yes	Netshield	Yes
Microsoft SharePoint server	Yes	Counterpath	Yes
Microsoft SQL Server	Yes	Elastix	Yes
Microsoft Visio	Yes	Adobe	Yes
Google Chrome	Yes	Symantec	Yes
Firefox	Yes	Java	Yes
AVG	Yes	McAfee	Yes
AVAST	Yes	Loway	Yes
		Asterisk	Yes
		PortSIP	Yes
		Zoiper	Yes

Provided that the above are still supported by the manufacturer and or developer of the software. The Supplier is continually adding new applications to its list of supported applications. This list is therefore not exhaustive.

Operating Systems we support

Microsoft Windows Server 2003 for Small Business Server	Yes	Microsoft Windows XP Professional	Yes
Microsoft Windows 2000 Professional	Yes	Microsoft Windows Vista Ultimate	Yes
Microsoft Windows Server 2003	Yes	Microsoft Windows Vista Business	Yes
Microsoft Windows XP Tablet PC Edition	Yes	Microsoft Windows Vista Ultimate x64 Edition	Yes
Microsoft Windows Vista Enterprise	Yes	Microsoft Windows Vista Business x64 Edition	Yes
Microsoft Windows XP Professional x64 Edition	Yes	Microsoft Windows Server 2003 Small Business Server x64 Edition	Yes
Microsoft Windows Vista Enterprise x64 Edition	Yes	Microsoft Windows2008 Standard Server x64 Edition	Yes
Microsoft Windows Server 2003 x64 Edition	Yes	Microsoft Windows2008 Data centre Server x64 Edition	Yes
Microsoft Windows Unified Data Storage Server 2003	Yes	Microsoft Windows 2008 Enterprise Server x64 Edition	Yes
Microsoft Windows 2008 Standard Server	Yes	Microsoft Windows 2008 Web Server x64 Edition	Yes
Microsoft Windows 2008 Data centre Server	Yes	Microsoft Windows 2008 HPC Server	Yes
Microsoft Windows 2008 Enterprise Server	Yes	Microsoft Windows 2008 Essential Business Server	Yes
Microsoft Windows 2008 Web Server	Yes	Microsoft Windows Essential Business Server x64 Edition	Yes
Microsoft Windows 2008 Small Business Server	Yes	Microsoft Windows Storage Server 2003 R2	Yes
Microsoft Windows 2008 Small Business Server x64 Edition	Yes	Microsoft Windows 7 Enterprise	Yes
Microsoft Windows Server 2003 Web Edition	Yes	Microsoft Windows 7 Professional x64 Edition	Yes
Microsoft Windows 7 Professional	Yes	Linux – Operating System	Yes
Microsoft Windows 7 Ultimate	Yes	Windows Server	Yes
Microsoft Windows 7 Enterprise x64 Edition	Yes	Microsoft Windows small business server	Yes
Microsoft Windows 2000 Advanced Server	Yes	Microsoft Windows vista	Yes
Microsoft Windows 2000 Server	Yes	Microsoft Windows XP Home	Yes
Microsoft Windows 7	Yes	Chrome OS	Yes
Windows CE	Yes	Chromium - Google	Yes
Windows essential Business server	Yes	Windows 10 Home/Professional	Yes
Windows mobile	Not yet	Microsoft Windows Server 2019	Yes
Router Firewalls		Router Firewall Operating Systems	
Draytek	Yes	PfSense	Yes
Linksys	Yes	Sonicwall	Yes
Cisco ISR / ASA	Yes	Watchguard	Yes
Dlink	Yes	Fortigate	Yes
Netgear	Yes	Checkpoint	Yes
All Common Home and Small Business Router firewalls	Yes	Ubiquity	Yes
Cisco ASA / FirePower		SoPhos	

Provided that the above are still supported by the manufacturer and or developer of the software



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Pay as you Go prices for Support Hours not included in the Customer Contract effective 1st January 2021 (all prices are exclusive of VAT at the prevailing rate)

		Remote Support	On Site Support
Pay as you Go rates	9:00am to 5:30pm Monday to Friday excluding weekends, public and national holidays.	£62.50 per hour	£62.50 per hour
Pay as you Go rates (extended and out of hours)	8:00pm to 9:00am Monday to Friday excluding weekends, public and national holidays	£100 per hour	£100 per hour
Pay as you Go Out of hours rates Weekdays	9:00am to 5:30 pm Saturday and Sunday	£125 per hour	£125 per hour
Pay as you go Out of hours rates Weekends	5:30pm to 9:00 am	£150 per hour	£150 per hour
Pay as you go Out of hours rates Public and National Holidays	Anytime	£187.50 per hour	£187.50 per hour
Minimum Call out charge for on-site support(where applicable)	£250		

Pay as you Go charges will be defined on a monthly service Invoice and in line with the above table and the following:

Out of Hours support period 30 minutes or less chargeable at 30 minutes

Out of Hours support period 31 minutes up to 60 minutes charged at 60 minutes.

All half hour increments will be charged at the full half hour rate.

All Out of Hours Remote Support will be charged at the Out of Hours Remote Support rate.

All Out of Hours On-Site Support will be charged at the Out of hours On-Site Support rate.

All Standard and Premium On-Site Pay as you Go support has a minimum call out charge of £160.

Consultancy day rates which should be used when the Supplier is employed on special Customer projects

Consultancy Level	Day rate (minimum 1 day)
Director	£900 (non-extended hours)
Level 3 Engineer	£650 (non-extended hours)
Level 2 Engineer	£500 (non-extended hours)
Other Engineering	£350 (non-extended hours)

Charges for Supplier IT Support: All charges are on a recurring monthly basis and subject to change and exclude VAT

Charges	Support Device Type	Standard Service	Premium Service	Elite Service
Charge PCM per device	PC, Printer, IP Fax, Server, NAS, Exchange Server, per other supported MAC address on Customer IT Network.	£20	£50	As per contract
Number of hours remote support pcm,		unlimited	unlimited	As per contract
Number of included on-site support hours pcm		0	8	As per contract
Number of extended onsite support hours pcm		0	4	8
Set up/ Onboarding fee		£100	£500	As per contract



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