

## Service Schedule 1 – IT Support

### Additional Terms and Conditions applicable to IT Support

#### 1. Interpretation

- 1.1 In addition to terms defined in the General Terms and Conditions, the following terms have the following meanings:

“Initial Term”	unless a different period is specified in a Contract, means twelve (12) months from the Support Start Date.
“Network Upgrade”	the installation of new or used equipment.
“Service Description”	the description of the Services set out in the Appendix.
“Services”	the provision of helpdesk technical assistance for issues arising from the Supported Equipment as further described in the Service Description.
“Support Start Date”	means the date on which Knowall starts providing the Services, as specified in a Contract.
“Supported Equipment”	the equipment specified in a Contract together with any additional equipment supplied and installed by Knowall.

#### 2. Services

- 2.1 Subject to earlier termination in accordance with the General Terms and Conditions, Knowall will provide the Services to the Client for the Initial Term and thereafter the Contract shall automatically renew for successive periods of 12 months (each a “Renewal Period”) until either party gives written notice of termination to the other party at least sixty (60) days before the end of the Initial Term or the end of any Renewal Period in which case the Contract expires at the end of the Initial Term or such Renewal Period (as applicable).
- 2.2 Knowall shall use all reasonable endeavours to provide the Services in accordance with the Services Description.

#### 3. Client Dependencies

- 3.1 The Client acknowledges and agrees that the provision by Knowall of the Services is subject to the Client:
- 3.1.1 maintaining an appropriate environment for the proper operation of the Supported Equipment in accordance with the manufacturers' published specifications;
  - 3.1.2 providing a safe working environment for any Knowall engineers carrying out work at the Client's premises;
  - 3.1.3 ensuring that all data used in connection with Supported Equipment is subject to at least daily backups; and
  - 3.1.4 appointing a suitably qualified and experienced representative who shall act as Knowall's principal point of contact at the Site and be authorised to make decisions on behalf of the Client on all matters relating to the Services.

#### 4. Charges

- 4.1 Knowall shall issue an invoice for the first month's Services prior to the Support Start Date and thereafter monthly in advance.

- 4.2 Subject to clause 4.3, the Charges are fixed during the Initial Term. Thereafter Knowall may increase the Charges by giving the Client forty-five (45) days' prior written notice.
- 4.3 The Client acknowledges and agrees that:
- 4.3.1 Knowall shall be entitled to charge the Client at its then current time and material rates for any support or other work carried out by Knowall or its subcontractors in assisting the Client with any faults or other issues not included in the Services, or any Services carried out outside the Support Hours; and
- 4.3.2 If the number of the Users increases by more than 5%, Knowall is entitled to increase the Charges on a pro rata basis.

## APPENDIX 1 Services Description

### 1. Helpdesk

- 1.1 Knowall will provide:
- 1.1.1 guidance and best practice advice for use of the Supported Equipment; and
  - 1.1.2 technical support to resolve any issue arising in connection with the use of the Supported Equipment (“Incident”),  
on a remote, helpdesk basis between 08:30 and 18:00 on Business Days (“Support Hours”).
- 1.2 The Client can request support from Knowall in relation to an Incident:
- 1.2.1 by email at [support@knowall.net](mailto:support@knowall.net); or
  - 1.2.2 by telephone on [TELEPHONE NUMBER].
- 1.3 The Client acknowledges that Knowall will have no obligation to provide support in respect of any Incident caused by:
- 1.3.1 the improper use of the Services by the Client; or
  - 1.3.2 any alteration to the Services made without the prior consent of Knowall,  
and that any support or other assistance provided in relation to an Incident which falls within this clause will be chargeable by Knowall at its then-current professional services rates.
- 1.4 The Client further acknowledges that the Services do not include (without limitation):
- 1.4.1 reconfiguring hardware and software for a new purpose or user, eg setting up a new user on a PC; or
  - 1.4.2 installing new software on a PC or server, re-configuring a firewall, printers; or
  - 1.4.3 dealing with PC usage issues; or
  - 1.4.4 configuring new hardware or software purchased by the Client; or
  - 1.4.5 repairing failed client hardware; or
  - 1.4.6 dealing with faults or other issues caused by the Client reconfiguring Supported Equipment; or
  - 1.4.7 dealing with faults or other issues caused by viruses or other malicious software; or
  - 1.4.8 the repair of any Supported Equipment requiring either an onsite visit by a Knowall engineer or for the Supported Equipment to be sent to Knowall’s office; or
  - 1.4.9 resolving any Incidents which Knowall (acting reasonably) does not consider can be resolved remotely; or
  - 1.4.10 providing support outside Support Hours.
- 1.5 If the Client requires Knowall to carry out any repairs, provide support or undertake any other services which fall outside the scope of the Services (including but not limited to those listed in paragraph 1.4) (“Excluded Services”) and such Excluded Services cannot be carried out or completed during a Scheduled Onsite Visit, then the provision of the Excluded Services shall constitute chargeable Professional Services. The sending of any Supported Equipment to Knowall’s office shall be at the Client’s sole cost and risk.

### 2. Response times

- 2.1 Knowall will give each Incident a severity status in accordance with the following table:

Severity status	Criteria
Priority 1	Global Issues, eg major server issues.
Priority 2	Local User Issues, eg User unable to access services
Priority 3	Administration Issues, eg configuration changes, adding additional resources

2.2 Knowall will use all commercially reasonable efforts to respond to Incidents in accordance with the following table:

Severity status	Remote response	Onsite response
Priority 1	Immediate	As agreed
Priority 2	One (1) hour	As agreed
Priority 3	Four (4) Business Hours	N/A

**3. Scheduled Onsite Visits**

3.1 Onsite visits will be agreed and scheduled on a monthly basis. Prior to each visit, Knowall and the Client Representative will agree the list of tasks to be completed by Knowall during the visit. Such tasks may include:

- Pro-active systems and desktop health checks
- Assist with IT processes
- General network maintenance
- Non-critical user queries
- Project work, hardware and software implementations

3.2 Where the Contract provides for a limited number of onsite visits per year, then the clock will be reset to zero at the end of each year and any unused visits may not be carried over to the following year.

**4. Additional Services**

4.1 Knowall will monitor servers, firewalls and routers on a 24 x 7 basis.

4.2 Knowall will implement policies for Windows and antivirus updates, and communicate such policies to the Client.

4.3 In relation to disaster recovery planning, Knowall will:

- (a) review the Client’s current infrastructure with a view to ensuring business continuity;
- (b) highlight any weaknesses in the Client’s infrastructure;
- (c) provide the Client with business continuity advice;
- (d) propose disaster recovery procedures with realistic recovery timescales; and
- (e) spend half a day onsite to test and review all DR procedures.

4.4 At the Client’s written request, Knowall will provide a network configuration document with a summary of the Client’s network configuration, together with ‘How To’ guides for regular tasks.

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**5. Reporting and meetings**

5.1 Knowall will provide the Client with a monthly report showing all support activity during the previous month, including all logged support calls.  
5.2 A senior Knowall technician will attend onsite meetings on a regular basis, to discuss IT

strategy and plan forthcoming projects. Agendas for this meeting will be agreed by both Knowall and the Client.