

I T Network System Support Contract

Prepared for

Your School may be referred to within this document hereafter as the "organisation"

Services Provided

Support of Local Area Networks (LAN) including associated devices within the LAN but excluding the router unless specified.

What is covered?

An initial audit of the site to be supported so that documentation can be created of how your network is configured to aid subsequent support.

Any malfunction due to loss of the correct configuration can then be quickly rectified or eliminated as the cause of a problem.

Equipment Covered:

Printers, switches, Laptops and integrated systems and software for example MS Office and email systems.

On-site support to diagnose and resolve, either directly or indirectly, hardware/software related issues. Install software and generally help the staff with technical/user issues.

Protect the network with backup systems and related security software

40 Shefford Road, Meppershall, Bedfordshire. SG17 5LN

Telephone 01462 815573 Fax 0700 6025 096 Email : <u>enquiries@xtranet-itsolutions.co.uk</u> Website: <u>www.xtranet-itsolutons.co.uk</u>

Offsite

If the repair is offsite at our workshop or by a third party there may be a charge. We will give you an estimate before the repair takes place.

Scheduled Support

We will schedule a regular check-up of your systems either by remote support (out of business hours) or onsite visits. This may include a combination of the above depending on what is agreed

What is not covered

We are not responsible for the following;

Software licensing

Although we advise you and may recommend/supply software it is up to your organisation to keep up with any licensing or subscriptions applicable to conform to licensing legislation. We will always advise you of your licensing status but ultimately are not responsible by law.

Backup

We will suggest and may implement ways of protecting your data and systems such as storage methods etc. Xtranet-ITSolutions will not be held responsible in any way for the loss of data under any circumstances.

Availability of service

How the service works

Emergency support for Network, PCs and peripherals

Clients can call our office number and if an engineer is available they will provide assistance or our office will contact the appropriate engineer who will call you back within 1 hour to collect more information about the problem. If possible a suitable remedy will be suggested to the user involved and any serial numbers of hardware etc will be noted for the purpose of this call. If after diagnosis it is discovered a third party needs to be involved, then they will be contacted for you on provision of a suitable phone number and information to gain access to their support staff. We have access to a large Knowledge Base of information to solve known issues. We are also able to escalate a call to a higher level e.g. Microsoft.

As a result of the support call a site visit may be required. If the solution then involves replacement of hardware in a piece of equipment then we will make a charge.

Once you have agreed that a call has come to a successful conclusion we will close it.

If time spent repairing onsite or via remote support exceeds your contract allocated payments a further charge may be incurred

All Anti-Virus and security software will be charged separately from your scheduled maintenance contract.

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Remote Support

We have the ability to support you remotely through the internet infrastructure. We are as a company entrusted with this facility to aid you as and when you require support. There are a number of operations we can carry out using this facility including software installation.

We may decide to support you for immediate assistance in this way. If the problem cannot be resolved by using remote support we will arrange a site visit. Remote contract support is only for onsite equipment at the contract address not offsite equipment i.e. at home

Support calls will be taken within normal office hours (9.00 am to 4.30 Pm Monday to Friday).

Emergency Call Out

Support calls will be taken within normal office hours (9.00 am to 4.30pm Monday to Friday) but our aim is to be flexible.

The route to escalate a support call will either be e-mail or phone to the relevant persons. Contact details will be provided.

An emergency call to site if required will be within 8 office hours. Average response time is less than 5 hours.

There will be an additional charge for the call out service out of hours as per our standard pricing. This is an emergency service and is totally separate from the Scheduled Maintenance Service.

<u>Weekend Emergency Support</u> - This is not included in the support contract.

However, our intention is to provide telephone support via our mobile numbers for critical system problems such as faults with your main data server. If work or a site visit is then required there would be a minimum charge of 1 hour. The weekend rate is twice the standard hourly on-site support rate (currently ± 30 /hour) – i.e. ± 60 per hour.

We reserve the right to deal with an emergency/support call by way of remote support and not an onsite visit. This will be accessed at the time of the fault/request. You will be notified if this is the case.

Cost and Schedule of Services

For your scheduled maintenance service we propose the following monthly fee of £50 per calendar month

To include one monthly onsite visit (at an agreed time).

A remote support check session carried out weekly on an agreed day/time (after business hours, please note pc's will have to be left running on this day). Or in the case of a fault and a fix needs to be implemented.

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Ad-Hoc Remote support fault response would be as and when required within the monthly fee up to a maximum of 1 allotted hour per month. This is quite a lot time wise as usually faults are fairly quick to remedy.

Phone support or advice required included within the scheduled fee no limitation during business hours.

Anti Virus and security monitoring service 24 hours a day and remote scanning @£30 per machine per year You may decide to wait until your current antivirus has nearly expired.

The above can be changed and manipulated to best suite your needs as we have no history at this time of your technical requirements.

Emergency Call Out

Out of Business hours Weekdays	
Call out Including 1 st Hour	£55 per hour
2 nd Hour to resolution	£40 per hour
Weekends	
Call out Including 1 st Hour	£60 per hour
2 nd Hour to Resolution	£60 per hour

All prices quoted above are exclusive of VAT.

Invoicing and Payment Terms

Invoices will be raised in accordance with the individual payment agreement.

Payment terms are strictly 15 days as per Xtranet-ITSolutions Standard Terms & Conditions Payment May be made by either cheque or BACS.

Hardware maintenance

If an item of hardware is under warranty it may be repaired free of charge by the manufacturer. We can assist you in dealing with this. If the item is not covered by warranty we will advise accordingly. We are able to repair PC's and laptops ourselves. Parts and labour charges will apply if repair takes place outside your scheduled support day

Avoidable costs

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As part of our role as "IT Manager" we will recommend systems for you to adhere to (such as backup routines and virus checking) and also possible hardware and software upgrades if items become out of date, faulty or damaged. If our suggestions are not implemented and this leads to work required which could have been avoided then we may have to charge for this work depending on the circumstances.

Contractual Loss

The company will not be deemed to be in breach of any of its obligations under the agreement or otherwise be liable to the customer due to any delay in performing or any failure to perform any such obligations by reason of any cause or event beyond the company's control (including without limitation breakdown of plant or machinery, strike or industrial, dispute, shortage of materials or failure of or delay in receiving supplies, act of pandemic, war or governmental actions (whether declared or not). Act of God or any law regulation of any government or any local or municipal authority. Normal contractual fees will apply under these circumstances the customer will not be withholding of these fees. It is the customers responsibility to guard/insure against loss due to exceptional circumstances.

Termination of Support

Our support contracts cover a minimum of a 12 month period. After each 12 month period, a new contract will start automatically, renewing the contract and any terms and conditions within that contract for the next 12 month period. This will be deemed a new contract and is active prior to the old contract ending to overlap monitoring facilities.

Termination by either party can be given at any time during the contract with a minimum of 3 months' notice (other terms and conditions such as a termination charge of up to a maximum of 25% within this contract will apply for early cancellation, early cancellation is deemed within 3 months of the 12 month cycle automatically renewing)

Your organisation agrees by signing this support contract that it will not contract or take a paid for service or goods agreement in verbal or written form with the provided employee or contractor supplied by XtranetITSolutions Ltd during a active contract or an agreed time of at least 12 months after termination of this support contract or termination of the employee or contractor from Xtranet-ITSolutions Ltd services, either directly or through any third party organisation or company or individual acting on behalf or with the supplied contractor or employee.

Any such engagement within these periods of times will be seen by Xtranet-ITSolutions Ltd as a new contract with Xtranet-ITSolutions Ltd and compensation may be due in the form of payments to Xtranet-ITSolutions Ltd.

Help us to give you the right service

We aim to give you a consistently excellent service. However if you experience any situations which you feel were not handled properly, or if you have any suggestions as to ways in which we could improve our service to you, please contact Emma Flint at our office.

Disputes

Any disputes to take place in English Court under English Law.

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<u>Warranty</u>

Xtranet-ITSolutions Ltd will not be held responsible in any way for the installation of equipment Prior or after Xtranet-ITSolutions Ltd servicing the contract due to other suppliers installation fitting or setup. Nor do we warrant any other installations other than our own technicians or agents authorised to supply installation services through us. Warranties of equipment usually are with the manufacturers of equipment and not the suppliers unless otherwise indicated. We will act on your behalf to communicate problems with manufacturers on your behalf and resolve them. This includes existing onsite equipment that may be still under manufacturer's warranty.

Public Liability

Xtranet-ITSolutions will provide you the customer with a copy of our public liability insurance on request.

Exclusivity

The Support contract is provided by Xtranet-ITSolutions on the understanding that we are appointed on an exclusive basis. The period of exclusivity begins on the date of the contract and will only terminate upon receipt of 3 months written notice by either party.

Should there be a 3rd party involved in the maintenance of your network, Xtranet-ITSolutions Limited cannot & will not accept any liability for repair or faults on these systems under any circumstances.

Termination for Convenience.

The client has the right to terminate the contract for convenience during each 12 month period by giving the company 3 months notice in writing and ensuring that all outstanding invoices are settled. The contract operates on a rollover basis; that is each year the contract is automatically renewed unless written confirmation is received 3 months prior to the renewal date. During the period of notice, the company will continue to provide the agreed level of service.

In the absence of 3 months written notice you will be liable for the charge for that 3 month period.

Notice of Changes

Formal notices of changes to this contract within the contract period must be made in writing and marked for the attention of the Head teacher at the school and the Office Manager at Xtranet-ITSolutions limited.

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Acceptance

In order to formalise this agreement, Xtranet-ITSolutions Limited requires that we have signed copy of this contract in our files. Please sign both copies, and return to our Meppershall Office address. We will then Countersign both copies, retain one copy for our records and will return one copy to your office. In the event of absence of a hard copy for renewals the web version takes precedence.

I accept the above terms stated in the contract.

Signed Print Name		
On Behalf of		
PositionDate		
I acknowledge receipt of the signed contract from		
Signed Print Name		
On Behalf of		
PositionDate		

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