



Supplementary terms for the supply of IT Support Services

The Services set out in these Supplementary Terms shall be supplied by MJD to the Client on the terms and conditions set out in MJD's General Terms and Conditions and those of these Supplementary Terms.

1. SUPPLEMENTARY DEFINITIONS

- 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 MJD in support of the IT Support Services.
- 1.2 'Configuration' means the configuration of the IT Equipment or component thereof, 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 Client's infrastructure resulting in loss or damage, including loss of user-names, 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, MJD is unable to provide prior notice of.
- 1.6 'End User' means a user of the IT Equipment.
- 1.7 'IT Equipment' means Server Equipment, Workstation Equipment, tablets and other devices and Software installed at the Client's Site, which is listed on the Order and is to be supported under the terms of this Agreement.
- 1.8 'Hours of Cover' means the hours of cover set out in the Service Schedule, unless amended on the Order.
- 1.9 'IT Support Services' means on premise IT support services.
- 1.10 'Line of Business Software' means the software which is installed on the IT Equipment and provided by the Client.
- 1.11 'Monitoring Agent' means Software which is installed on the IT Equipment by MJD which enables system monitoring and performance reporting.
- 1.12 'Monitoring Services' means MJD's server monitoring, desktop monitoring and / or backup monitoring services that remotely monitor the performance of Server Equipment, Workstation Equipment and their operating systems.
- 1.13 'Planned Maintenance' means any period of maintenance for which MJD has provided prior notice.
- 1.14 'Public Internet' means the world-wide collection of private and public router-based networks that are interconnected via gateways and exchange points.
- 1.15 'Server Equipment' means IT Equipment which functions as a server.
- 1.16 'Service Package' means the bundle of Service Components which make up the IT Services which the Client subscribes to.
- 1.17 'Response' means MJD's initial acknowledgement of a Ticket.
- 1.18 'Site' means Client's Site at which IT Equipment is located, as set out in the Order.

- 1.19 'Software' means the software which is installed on and is a component of the IT Equipment, as listed on the Order.
- 1.20 'Support Desk' means MJD's dedicated team of support professionals.
- 1.21 'Ticket' means the report of an Issue to MJD by the Client.
- 1.22 'Workstation Equipment' means IT Equipment which functions as a desktop workstation, laptop computer, tablet or other device.

2. TERM

- 2.1 This Agreement will be deemed to come into effect on acceptance of the Client's Order by MJD 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.
- 2.2 This Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term. The duration of the Additional Term shall be one year, unless otherwise set out on the Order. MJD shall, not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Client of changes to charges and any other changes to the terms of this Agreement. In the event that:
 - 2.2.1 The Client 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;
 - 2.2.2 The Client notifies MJD of acceptance of changes, the Agreement shall continue in force for an Additional Term;
 - 2.2.3 The Client fails to notify MJD of acceptance of changes and fails to serve notice to terminate, such failure to notify MJD shall imply that the changes have been accepted and the Agreement shall continue in force for an Additional Term.

3. PROVISION OF SERVICES

- 3.1 IT Support Services are provided to support the Client's IT Equipment. IT Support Services will be provided by MJD remotely and when required, visits shall be made to the Client's Site. For the avoidance of doubt, IT Support Services do not include the provision or support of network connectivity outside of the Client's Site, nor do the Services include maintenance of hardware, save warranty management and engineering activities that result there from.
- 3.2 The Services comprise IT Support Services as set out in the Order and described in the attached Service Schedule. MJD shall use reasonable endeavours to provide the IT Support Services during the Hours of Cover set out in the Service Schedule.
- 3.3 During the term of this Agreement, MJD shall be entitled to make alterations to the Configuration of the supported IT Equipment. Such alterations may result in temporary disruption to the availability of the IT Equipment and MJD will use reasonable endeavours to minimise such disruption and will provide as much notice as possible prior to such disruption.
- 3.4 MJD cannot guarantee and does not warrant that the IT Support Services shall result in the IT Equipment operating free from interruptions or temporary degradation of the quality of the services provided by such IT Equipment.
- 3.5 If MJD provides services under the terms of this Agreement which rely upon Cloud-Based Utilities:
 - 3.5.1 MJD shall use reasonable endeavours to provide the Cloud-Based Utilities 24 x 7 x 365;
 - 3.5.2 MJD 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 Cloud-Based Utilities;
 - b) Interruption of the connection of the Cloud-Based Utilities to other network services provided either by MJD or a third party; and

- c) Any such interruption of the Cloud-Based Utilities referred to in this sub-clause shall not constitute a breach of this Agreement.

3.5.3 Although MJD will use reasonable endeavours to ensure the accuracy and quality of the Cloud-Based Utilities, such Cloud-Based Utilities are provided on an “as is” basis and MJD 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 Client agrees to use the IT Equipment in accordance with the provisions of this Agreement, any relevant Service literature and all other reasonable instructions issued by MJD from time to time.
- 4.2 The Client agrees to ensure that the IT Equipment is 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 MJD’s reasonable opinion brings MJD’s name into disrepute;
 - 4.2.5 Knowingly make available or upload files which contain viruses, malware or otherwise corrupt data;
 - 4.2.6 Falsify true ownership of software or data contained in a file that the Client or End User makes available via IT Equipment;
 - 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, including the download, intentionally or negligently, of viruses, ransom-ware, Trojan horses or other 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 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 our network or any other third-party system;
- 4.3 The Client acknowledges that it is responsible for all data and / or traffic originating from the IT Equipment.
- 4.4 The Client 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 MJD.

5. THE CLIENT’S OBLIGATIONS

- 5.1 During the term of this Agreement, the Client shall:
- 5.2 Pay all additional charges levied by MJD, including those arising from usage-based components of the Services.
- 5.3 Ensure that user-names, passwords and personal identification numbers are kept secure.
- 5.4 Agree that in all instances where it attaches equipment that has not been provided by MJD to the IT Equipment that such equipment shall be technically compatible and conforms to any instruction issued by MJD 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 MJD is causing disruption to the functionality of the IT Equipment, MJD shall be entitled to:
- 5.5.1 If technically possible, reconfigure the Unauthorised Equipment, and charge the Client for its work at its prevailing rate;
 - 5.5.2 Charge the Client at its prevailing rate for any additional work arising from, or in connection with the Unauthorised Equipment;
 - 5.5.3 Request that the Client disconnect the Unauthorised Equipment from the IT Equipment; and if such request is not agreed by the Client within thirty days, terminate this Agreement forthwith.
- 5.6 Accept that it is the Client's sole responsibility to take all reasonable steps, including the implementation of anti-virus systems, firewalls and staff training (where such are not provided by MJD under the terms of this Agreement) to prevent the introduction of viruses and other malware into the IT Equipment.
- 5.7 Be solely responsible for ensuring compliance with the terms of licences for all Software that is a component of the IT Equipment.
- 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 any Cloud-Based Utilities provided by MJD.
- 5.9 Shall 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; and
- 5.9.1 In response to reasonable requests made by MJD, 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 Client suffers a Data Security Event and subsequently requests assistance from MJD, ensure that such request for assistance will not breach the terms of the insurance policy prior to requesting assistance from MJD;
 - 5.9.4 Acknowledge that insurance will not relieve the Client of any liabilities under this Agreement.
- 5.10 Be responsible for the licensing of all other software, including Windows operating systems, Microsoft Office and Line of Business Software which has not been supplied by MJD under the terms of any other agreement between MJD and the Client.
- 5.11 Be responsible for maintaining for the duration of this Agreement, all third-party Line support and maintenance agreements that are necessary for all Line of Business Software that is to be supported by MJD hereunder.

6. MJD'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, MJD shall:

- 6.1 Provide the IT Support Services set out in the Order and described in the attached Service Schedule, subject to any service limitations set out in the Order and Service Schedule.
- 6.2 During the Hours of Cover, make available a Support Desk that shall provide support and guidance in the use of the IT Equipment and manage the resolution of all IT Equipment-related Issues raised by the Client, according to the Service Package set out on the Order.
- 6.3 During the hours of cover set out in the Service Schedule or as amended in the Order, monitor the performance of the IT Equipment, according to the Service Package set out on the Order.
- 6.4 Respond to Tickets raised by the Client and make reasonable endeavours to repair any Issue that is within the IT Equipment or directly caused by MJD, its employees, agents, subcontractors or suppliers.

- 6.5 Proactively respond to Issues reported by the Monitoring Services and make reasonable endeavours to repair any Issue that is within the IT Equipment.

7. Clause Intentionally Unused

8. GENERAL

- 8.1 During the term of this Agreement, the Client's suppliers will provide patches and maintenance releases ('Updates') for applying to the Software supported hereunder.
- 8.1.1 MJD shall, at the commencement of this Agreement agree an individual strategy for the application of Updates; and
- 8.1.2 The Client accepts that if it requests that Updates are not applied, there may be a resulting risk to the integrity of the IT Equipment and that MJD shall not be liable for any degradation in integrity resulting from such request; and
- 8.1.3 MJD shall immediately notify Client when Updates have been applied; and
- 8.1.4 The Client shall test its applications once the Update has been applied to ensure it has not impacted their services. If an Update has an adverse effect on the operation of the Software, MJD will where possible remove the Update, in agreement with the Client;
- 8.2 If the Client requires Updates to be applied to Line of Business Software:
- 8.2.1 The Client shall be responsible for providing full installation instructions including any configuration details to MJD in advance;
- 8.2.2 The Client shall be responsible for notifying MJD of the availability of patches and maintenance releases to any Line of Business Software which Client provides.
- 8.2.3 MJD shall install Updates to Line of Business Software in response to specific requests from the Client, subject to fair usage. MJD shall be entitled to charge for the provision of this service, if, in its reasonable opinion, the number of requests made for such by the Client is excessive, the installation is complex and requires excessive work or if the Client requests that such service is to be provided outside of the hours of cover set out in the Order.
- 8.3 MJD 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 Client. The Client will be notified at least forty eight hours prior to such Planned Maintenance taking place.
- 8.4 MJD will from time to time issue de-support notices against specific older versions of the installed Software products which form part of the IT Equipment. Such notices will be issued at least ninety days prior to the notice taking effect. During this period, MJD will provide an upgrade path in consultation with the Client.
- 8.5 MJD may be unable to provide prior notice of Emergency Maintenance, but will endeavour to minimise the impact of any such maintenance on the Client.
- 8.6 If MJD carries out work in response to an Issue reported by the Client and MJD subsequently determines that such Issue either was not present or was caused by an act or omission of the Client, MJD shall be entitled to charge the Client at its prevailing rate.
- 8.7 In the event of persistent breach of clause 4.2.8, MJD shall be entitled to:
- 8.7.1 Charge the Client at its prevailing rate for the removal of viruses, Trojan horses, ransom-ware or other malware;
- 8.7.2 Terminate this Agreement.
- 8.8 If the Client is contacted by MJD and requested to make a change to the Configuration of the IT Equipment, it is the Client's sole responsibility to verify the identity of the requestor prior to carrying out the requested change.
- 8.9 If MJD resets any passwords during the execution of the Services, it shall be the Client's sole responsibility to change such changed passwords and ensure that such changes are compliant with any security policy that may be in effect.

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.

10. CHARGES AND PAYMENT

10.1 Invoices for fixed periodic charges shall be raised in advance of the relevant period. The invoicing period is set out in the Order.

10.2 MJD shall commence charging for the IT Support Services from the RFS Date, regardless of the date on which the Client commences use of the IT Support Services. If the RFS Date does not correspond with MJD's invoicing period as set out in the Order, MJD shall charge the Client at a pro-rata rate for the first invoicing period.

10.3 The Client acknowledges that the charges for the Minimum Term are calculated by MJD in consideration inter alia of the setup costs to be incurred by MJD and the length of the Minimum Term offered.

10.4 If, during the Minimum Term or Additional Term of this Agreement the Client requires additional equipment to be added to the schedule of IT Equipment, the Client shall raise a supplementary Order to cover the additional equipment and MJD shall promptly provide a quotation for the additional Services.

10.5 If the Client requests a reduction in the quantity of IT Equipment during the Minimum Term:

10.5.1 The Client shall provide such request in writing, giving MJD not less than thirty days' notice;

10.5.2 MJD shall not unreasonably delay its acceptance of the Client's request;

10.5.3 The Charges for the remainder of the Minimum Term will be reduced but not below 80% of the amount agreed at the Commencement Date.

10.6 If the Client requests a reduction in the quantity of IT Equipment during an Additional Term:

10.6.1 The Client shall provide such request in writing, giving MJD not less than thirty days' notice;

10.6.2 MJD shall not unreasonably delay its acceptance of the Client's request;

10.6.3 The Charges for the remainder of the Additional Term (and any subsequent Additional Term) will be reduced but not below 70% of the amount agreed at the Commencement Date.

10.7 The IT Support Services will be provided by MJD for use by the Client on a fair use basis. If, in the reasonable opinion of MJD, the Client's use of the Services is deemed excessive, MJD and the Client shall discuss MJD's concerns and either agree a plan to reduce the excessive use of the Services or agree additional Charges to cover the cost of the excess use of the Services.

10.8 The Client agrees that it shall be liable for termination charges if this Agreement is terminated by:

10.8.1 The Client terminating this Agreement at convenience prior to the end of the Minimum Term or any Additional Term, whereupon the Client shall be liable for the fixed periodic charges payable for the remainder of the current term;

10.8.2 MJD terminating this Agreement prior to the end of the Minimum Term or Additional Term by reason of the Client's un-remedied breach of the terms of this Agreement, whereupon the Client shall be liable for the fixed periodic charges payable for the remainder of the current term;

10.9 The Client shall not be liable for termination charges if this Agreement is terminated by:

10.9.1 The Client at the end of the Minimum Term or end of any Additional Term PROVIDED THAT the Client properly serves written notice to terminate, in accordance with clause 9 of these Supplementary Terms and clause 11 of the General Terms and Conditions;

10.9.2 MJD at any time if it can no longer provide the Services or part thereof;

- 10.9.3 The Client by reason of MJD's un-remedied or repeated breach of the terms of this Agreement;
- 10.9.4 The Client if MJD or its supplier makes changes to the Subscription Services which materially adversely affect the Client (which for the avoidance of doubt, does not include changes to Charges).

11. LIMITATIONS AND EXCLUSIONS

- 11.1 In addition to the terms set out in clause 12 of the General Terms and Conditions, MJD shall also be entitled to suspend the provision of Services, in whole or part, without notice due to MJD being required by governmental, emergency service, regulatory body or other competent authority to suspend Services.
- 11.2 Whilst MJD's Monitoring Service is intended to proactively identify most system-related issues, MJD does not warrant and cannot guarantee that the Monitoring Service will identify all system-related issues and shall not be liable for any losses, damages or costs unless such result directly from the negligence of MJD.
- 11.3 MJD shall not be liable for any damage or costs resulting from a failure of an update to anti-malware software, failure to detect a virus or other malware or incorrect identification of malware, unless such failure is caused by the negligence of MJD.
- 11.4 MJD shall not be liable for any damages, costs or charges arising from damage to, or theft of backup data that is transmitted from the Client's Site to the Data Centre via the Public Internet, nor for any other losses that occur due to reasons beyond its reasonable control.
- 11.5 The Services provided by MJD under the terms of this Agreement are solely IT Support Services and do not include:
 - 11.5.1 The resolution or remediation of consequences of Data Security Events;
 - 11.5.2 The investigation of the causes of Data Security Events.
- 11.6 In the event of data loss by the Client (whether caused by a Data Security Event or any other reason), MJD's responsibility shall be limited to restoration of the latest backup of the applicable data.
- 11.7 MJD will not provide warranty management for hardware components of the IT Equipment that are no longer supported by their vendors.
- 11.8 This Agreement does not include:
 - 11.8.1 The maintenance or support of any equipment that is not listed on the Order;
 - 11.8.2 Repair or replacement under manufacturer's warranty of any damaged IT Equipment where such damage is caused by accident, misuse or wear and tear;
 - 11.8.3 The supply of any consumables;
 - 11.8.4 Any form of hosting, save backups;
 - 11.8.5 Recovery of Client data whose loss can be reasonably attributed to accidental deletion, misuse or negligence by the Client;
 - 11.8.6 Removal of virus or other malware or the recovery of Client data that results from virus or malware infection;
 - 11.8.7 Maintenance of structured cabling including cabling, patch panels and wall sockets;MJD may at its sole discretion provide any of the excluded services listed in the sub-clause 11.8, and charge for the supply thereof at its prevailing rates.

Service Schedule

MJD offers a number of different Service Packages. Each of the Service Packages offered by MJD is described in this Service Schedule and in addition, each of the Service Components which make up the various Service Packages is described in more detail. The actual Service Packages that are subscribed to by the Client are listed on the Order.

1. Service Packages

This paragraph summarises each of the Service Packages offered by MJD. The individual Service Components listed in each Service Package are more fully described in the following paragraphs.

1.1 Standard Support is MJD's entry-level Service Package:

Standard Support
<ul style="list-style-type: none">• Service on-boarding• Unlimited support desk assistance• Server monitoring 24 x 7 x 365• Workstation monitoring 24 x 7 x 365• Workstation Updates / security patching• Industry leading security including virus and malware protection• Backup monitoring 24 x 7 x 365• Annual backup check• Annual disaster recovery test• Line of Business software Updates• User administration (add, delete, update)• Security maintenance• Server hardware checks• System documentation• Ad Hoc reporting

1.2 Advanced Support includes all of the Service Components included in the Standard Support Service Package plus a number of additional Service Components:

Advanced Support
<ul style="list-style-type: none">• Standard Support Service Package plus:<ul style="list-style-type: none">• Server Updates / security patching• Spam Filtering• LogMeIn Pro remote access• Microsoft 365 Email

1.3 Ultimate Support service includes all of the Service Components included in the Advanced Support Service Package plus a number of additional Service Components:

Ultimate Support

- Advanced Support Service Package plus:
 - Microsoft 365 Office Standard
 - Email continuity
 - Network monitoring 24 x 7 x 365
 - Internet connection monitoring

1.4 Microsoft 365 backup and recovery:

Microsoft 365 Backup and Recovery

- Microsoft 365 backup and recovery
- Support Desk assistance

1.5 Backup and Disaster Recovery

Backup and Disaster Recovery

- Service on-boarding as appropriate
- Backup and disaster recovery
- Support Desk assistance

1.6 Optional Services. These services can be added to any of MJD's Service Packages, as set out on the Order:

Optional Services

- Extended support desk hours
- Extended Desktop support, 24 x 7 x 365, via online chat
- Mobile device management
- Professional services

2. Service Component Description

This paragraph describes each of the Service Components referred to in the Service Packages above in more detail

2.1 Service On-boarding

2.1.1 MJD will review and where necessary make appropriate changes to the IT Equipment's configurations 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.

2.1.2 MJD will make recommendations about the data that is included or excluded as part of the Client's backup configuration, but is not responsible for these decisions or for the ongoing maintenance of the backup sets.

- 2.1.3 MJD will agree with the Client a number of standard procedures that MJD will follow when receiving requests from the Client for adding, removing or changing access to the Client's network. This will include but is not limited to creating, deleting, or amending user accounts, security permissions, and folders and shares.
- 2.1.4 MJD will inform the Client if MJD is unable to configure any components of the IT Equipment to provide the necessary alerting and will agree a suitable alternative with the Client.
- 2.1.5 MJD will document the Client's IT infrastructure, identify the roles of each component of the infrastructure and provide the Client with a copy of the documentation;

2.2 Support Desk

Subject to fair usage, there are no restrictions on the number of Tickets that the Client can raise with MJD's Support Desk. The Support Desk provides support and assistance in the use of the IT Equipment, including the following:

- Management of the prompt resolution of Issues within the IT Equipment that are identified by the Client
 - Provision of help and guidance in the use and configuration of the IT Equipment
 - Remote access to facilitate Issue resolution if possible and appropriate
 - Subject to fair usage, there are no restrictions on the number of on-Site visits that MJD will make to support the IT Equipment during the Working Day if it is not possible to resolve an Issue remotely.
 - Escalation management if required in the event of protracted Issue resolution
 - Management of Change Requests
 - Third-party escalations and management
- 2.2.1 The Support Desk is available during the Hours of Cover: 9am to 5pm Monday to Friday excluding bank and public holidays.
- 2.2.2 The Client can make requests for assistance by one of the following methods:
- By Email to MJD's Support Desk – support@mjdsystems.co.uk
 - By Telephone to MJD's Support Desk – 01343 610 999

2.3 Monitoring Service – Server Equipment

MJD will install its Monitoring Agents on the Server Equipment to enable pro-active monitoring. The Monitoring Agents will monitor key aspects of system performance and will alert MJD to any detected malfunctions or potential malfunctions ('Alerts'). The Monitoring Agents will monitor Server Equipment performance 24/7. MJD shall respond to the Alerts during the 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 Server Equipment. MJD shall:

- Monitor processor, memory and hard disk usage and performance of all Server Equipment 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 Equipment's operating system(s)
- Monitor the Windows Event Logs against MJD'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 Issues
- Monitor and manage Exchange Server instances, including:
 - Trouble-shooting and performance / Issue diagnosis and remediation
 - Periodic health checks and remediation / recommendations for improvements
 - Mailbox defragmentation

- Configuration of recipient updates policies for multiple domains
- Spam filtering and configuration
- Outlook Web Access and Outlook Anywhere access control configuration
- Monitor and manage SQL Server instances
- Monitor and manage Remote Desktop Access, which includes:
 - Trouble-shooting and Issue diagnosis and remediation
 - Gateway policy, remediation of Issues
- Scan each component of the Server Equipment to determine whether disk defragmentation is necessary, and complete the defragmentation automatically if the analysis determines it is required

2.4 Monitoring Service – Workstation Equipment

MJD will install its Monitoring Agents on the Workstation Equipment to enable pro-active monitoring. The Monitoring Agents will monitor key aspects of system performance and will alert MJD to any detected malfunctions or potential malfunctions. The Monitoring Agents will monitor Workstation Equipment performance 24/7. MJD shall respond to the Alerts during the 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 Workstation Equipment. MJD shall:

- Monitor processor, memory and hard disk usage and performance of all Workstation Equipment 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 Workstation Equipment's operating system(s)
- Monitor the Windows Event Logs against MJD'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 Issues

2.5 Workstation Updates / Security Patching

MJD's Workstation Equipment Updates / security patching service includes:

- White-listing - Using a white-list that allows only applications and patches that have been explicitly approved offers more protection against malicious software, rather than the looser standard used by application blacklists, which permit any software to run unless it has been discovered to be malicious and has been added to the blacklist. White-listing, like all security measures, is multi-layered employs cryptographic hashing techniques coupled with digital signatures
- Automatic downloads of white-listed patches and updates out of hours
- Application of the patches and any required system re-boots during the Working Day or as otherwise agreed

2.6 Virus and Malware Protection

2.6.1 MJD will provide an industry standard security product for all Workstation Equipment and Server Equipment. MJD's security product is focussed on security and speed. It employs a unique approach to virus / malware protection and is largely cloud-based. This approach means that its monitoring and detection are carried out with very little performance impact compared with other anti-virus / anti-malware software and obviates the need for constant updating of workstations or servers with virus definitions. The software includes:

- Real-time threat protection
- Anti-phishing filter

2.6.2 MJD will:

- Schedule regular full system anti-virus scans and regular anti-spyware scans on all Workstation Equipment and Server Equipment
- Monitor Workstation Equipment and Server Equipment on a daily basis to ensure that protection remains active and automatically raise an Alert if protection is disabled

2.6.3 If the Client accidentally introduces a virus, ransom-ware, Trojan horse or other malware onto the IT Equipment, MJD shall remove such virus, ransom-ware, Trojan horse or other malware. This undertaking is however subject to the provisions of clause 8.8 of these Supplementary Terms, and the Client acknowledges that if in the reasonable opinion of MJD, sub-clause 4.2.8 of this Agreement is repeatedly breached by the Client, MJD shall be entitled to act in accordance with the provisions of sub-clause 8.8, which includes charging the Client for the removal of such virus, ransom-ware, Trojan horse or other malware, and in extreme cases, terminating this Agreement.

2.7 Backup Monitoring

MJD will monitor the success or otherwise of each the Client's backup jobs on a daily basis and respond accordingly to notifications of failures or exceptions to ensure that the system backups complete as completely as possible.

2.8 Annual Backup Check

MJD will provide one backup test per year. The check involves the recovery of a single file or folder to indicate the integrity of the backup. This is not necessarily an indication of the integrity of the whole backup or any backup other than that sampled.

2.9 Annual Disaster Recovery Test

MJD will carry out one disaster recovery test invocation per annum, recovering data to the Client's nominated server.

2.10 Line of Business Software Updates

When requested, MJD will install Line of Business Software Updates. If in MJD's opinion, the application of the Update requires additional time or resource beyond that which MJD reasonably expects, MJD will advise the Client of its opinion, and shall be entitled to charge the Client for carrying out the installation.

2.11 User Administration

MJD will ensure that Server Equipment-based End User accounts are at all times properly managed and in response to specific requests made by the Client:

- MJD will update Microsoft Windows Active Directory to remove or change user accounts, email accounts, data folders and shares, and the related security permissions
- MJD will update Microsoft Windows Active Directory to add new user accounts, email accounts, data folders and shares, and the related security permissions

2.12 Security Maintenance

MJD will perform the following security checks:

- On a fortnightly basis, check that all of the IT Equipment has the latest security Updates (software and firmware) applied.
- As required, investigate any suspicious activity or unexpected software behaviour that could result from malicious software, individual's actions or hacking attempts
- As required and in response to requests from the Client, manage file and folder permissions

- As required and in response to requests from the Client, enforce password / authentication policies

2.13 Third Party Liaison

- MJD will liaise with the Client'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 issues with the third-party software or services.
- MJD will on behalf of the Client manage any warranty claims for malfunctioning IT Equipment that is covered by the manufacturer's warranty. Such management may include MJD carrying out engineering activities on behalf of the manufacturer.

2.14 Server Hardware Checks

Periodically, MJD will carry out a general inspection of the Client's servers and carry out routine maintenance including the cleaning of fans and filters.

2.15 System Documentation

MJD will document the Client's IT infrastructure, identify the roles of each component of the infrastructure, maintain the documentation and on request provide the Client with a copy of the documentation. The documentation will include:

- Password Documentation: All system administrative passwords will be recorded and held securely in an encrypted format by MJD.
- Network Diagrams: Where necessary network diagrams will be maintained by MJD or maintained within its Monitoring Services.
- IT Budgeting: Where requested, MJD will assist the Client plan and budget appropriately for its IT expenditure on an annual basis in preparation for the following financial year
- Hardware Replacement Reporting: Where requested, MJD will provide an annual list of equipment which should be replaced within a financial year to assist planning

2.16 Reporting

MJD will in response to specific requests from the Client, provide a comprehensive report which details the key performance metrics that relate to the Client's servers and network infrastructure.

2.17 Server Updates / Security Patching

MJD's Server Equipment Updates / security patching service includes:

- White-listing - Using a white-list that allows only applications and patches that have been explicitly approved offers more protection against malicious software, rather than the looser standard used by application blacklists, which permit any software to run unless it has been discovered to be malicious and has been added to the blacklist. White-listing, like all security measures, is multi-layered employs cryptographic hashing techniques coupled with digital signatures
- Automatic downloads of white-listed patches and updates out of hours
- Application of the patches and any required system re-boots during the Working Day or as otherwise agreed

2.18 Spam Filtering

MJD's inbound email filter quickly filters and sanitizes every email before it is delivered to the Client's mail server. Using virus scanning, spam scoring, real-time intent analysis, URL link protection, reputation checks, and other techniques, the service provides a high level of protection. The email filter is constantly updated as new threats are identified.

2.19 LogMeIn Pro Remote Access

In response to requests by the Client, MJD will install and configure LogMeIn remote desktop access for any Workstation Equipment that the Client requires to have remote access to its systems.

2.20 Microsoft 365 Email

Microsoft 365 Email is provided under the terms of MJD's Supplementary Terms for the supply of Subscription Services. Under the terms of this Agreement MJD will:

- Provide Support Desk assistance
- Configure the service to the Client's requirement and maintain the configuration
- Maintain a copy of the configuration

2.21 Microsoft 365 Office

Microsoft 365 Office is provided under the terms of MJD's Supplementary Terms for the supply of Subscription Services. Under the terms of this Agreement MJD will:

- Provide Support Desk assistance
- Configure the service to the Client's requirement and maintain the configuration

2.22 Microsoft 365 Email Continuity

Email Continuity safeguards the Client from potentially costly unplanned Microsoft 365 email outages and ensures that the Client's End Users can always send and receive new email via an external web portal.

Email Continuity is accessible 24 x 7 x 365 hence End Users can send and receive new email from the portal at any time. The service retains End Users' previous two weeks of inbound email, which provides additional protection against email being accidentally deleted.

Email Continuity can be accessed from any browser, on any device, anywhere. When sending email from the continuity portal the email is automatically blind copied (BCC) to the End User, ensuring that all sent email will also appear in the End User's primary mailbox.

2.23 Network Monitoring

MJD will provide:

- Basic network monitoring, including router/web and wireless access point connections
- Network trouble-shooting and performance / fault diagnosis and remediation
- Updates to Network Equipment configurations, including in response to best practise and / or (on a fair use basis) Client requests, making firewall configuration changes
- Firmware and security updates and their installation

2.24 Internet Connection Monitoring

MJD will monitor the Client's internet connection and if there is an Issue with the connection, will manage the resolution of the Issue with the Client's internet service provider.

3. Optional Services

3.1 Extended Support Desk Hours

MJD will extend the Support Desk Hours of Cover to 7.30am to 6pm Monday to Friday, excluding bank and public holidays.

3.2 Desktop Chat

MJD will provide 24 x 7 x 365 remote support via online chat.

3.3 Mobile Device Management

MJD's mobile device management service enables the Client to deploy and support Line of Business Software to mobile devices in addition to enforcing security policies and maintaining the desired level of control, including:

- Enrolment of devices and End Users
- Publishing security settings, certificates and profiles to devices
- Resource access control
- Monitoring and management, including measuring and reporting device compliance and app inventory
- Publishing mobile apps to devices
- Configuration and updating mobile apps
- Securing and removal of corporate data

3.4 Professional Services

MJD will provide design, installation and configuration services as a discrete assignment, either prior to, during, or independent of the delivery of the Services described in this Service Schedule. MJD will charge the Client for the supply of these services at its prevailing rate.

3.4.1 Design Services

Design services include assessment of the Client's requirement and the design of a solution, including, as appropriate, server architecture, software, configuration, local and wide area networks. Further design services may be provided in response to change requests. MJD will produce a detailed Proposal ('Proposal') which will set out the proposed architecture and will include any additional costs, for agreement with the Client prior to implementation

3.4.2 Site Surveys

Site surveys will be provided as required and further site surveys may be provided in response to change requests.

3.4.3 Project Management

MJD will project manage the assignment using its preferred management methodology. Project management activities shall include project planning, project/milestone reviews with the Client, change request management, issue management, configuration management, project reporting and supplier management including liaison with suppliers of hardware and enabling services.

3.4.4 Procurement and Supply of Hardware and Software

If agreed, MJD will procure hardware and software from its suppliers, if required stage the hardware and deliver it to the Client's Site.

3.4.5 Installation and Configuration of Hardware and Software

MJD will install and configure hardware and software at the Client's Site, on the dates agreed. If the proposed installation is expected to require less than two hours' work, MJD may at its discretion, waive its charges.

3.4.6 Commissioning and Testing

Prior to handover to the Client, MJD shall test the full installation, address any non-conformity and ensure that the installed hardware and software is performing to expected standards. MJD will furnish the Client with copies of all test results.

3.4.7 Training

MJD will provide training in the use of the IT Equipment.

3.4.8 Acceptance Testing and Acceptance

The Client shall be responsible for carrying out its own acceptance testing / acceptance testing against its acceptance criteria. The Client shall, within 30 days of handover, either sign MJD's acceptance note or advise MJD of any non-conformances that it has identified, whereupon MJD shall address all outstanding non-conformances.

4. Microsoft 365 Backup and Recovery Services

4.1 MJD provides Microsoft 365 Backup and Recovery Services.

4.2 Whilst MJD shall execute automatic backups and monitor the performance of the backup service 24 x 7 x 365, MJD will carry out the following activities during the Support Desk's Hours of Cover:

4.2.1 Respond to Client requests for data restores;

4.2.2 Respond to and investigate any Issues that arise in the service which cannot be remediated automatically, whether raised by the Client or via an Alert received by MJD.

4.3 Data Backup

4.3.1 MJD will back-up the Client's Office 365 data based on the number of End Users set out on the Order. Backup data is stored on a resilient backup appliance which is located at MJD's EU-based Data Centre.

4.3.2 Office 365 backups include:

- OneDrive file and folder data backups (documents), per End User
- Exchange data, including emails, email attachments, notes, deleted items, contacts (excluding photographs) and calendar events (including attendees, recurrence, attachments and notes)
- SharePoint primary, custom, group and team site collections; folders, document libraries and sets; site assets, templates and pages
- Audit logs, data controls and export capabilities

4.3.3 Backups will be made three times per day.

4.3.4 The Backup Service is fully managed by MJD.

4.3.5 The backup system will automatically notify MJD of backup success or failure.

4.3.6 Backups are encrypted at rest and during transmission.

4.3.7 MJD will retain backup data as follows:

- Each of the three daily backups will be retained for thirty days
- After thirty days one daily backup per user will be retained
- After ninety days one weekly backup per user will be retained
- After one year, one monthly backup per user will be retained
- Data will be retained regardless of whether or not an End User's Office 365 licence is inactivated or deleted

4.4 Data Restoration

4.4.1 Data restores will only be initiated by MJD when requested by an authorised representative of the Client;

4.4.2 MJD will use reasonable endeavours to restore data at the level of granularity (including image, directory or file level) requested by the Client;

4.4.3 MJD will use reasonable endeavours to restore data to the location that is specified by the Client;

4.4.4 MJD shall charge for executing data restores at its prevailing rates.

5. Backup and Disaster Recovery Service

- 5.1 MJD will design, document and implement backup and disaster recovery and capacity management policies ('Backup and Disaster Recovery Policy') and install Equipment (as set out on the Order).
- 5.2 MJD will back-up the Client's Server Equipment according to the Backup and Disaster Recovery Policy.
- 5.3 As set out on the Order, MJD will provide either a cloud-based backup and disaster recovery service or a hybrid disaster recovery service:
 - 5.3.1 MJD's cloud-based backup and disaster recovery service includes backing up the Clients servers:
 - On a resilient backup and disaster recovery appliance which is located at MJD's Data Centre
 - 5.3.2 MJD's cloud-based backup and disaster recovery service includes backing up the Clients servers:
 - On MJD-supplied resilient backup appliance located at the Client's Site; and
 - If set out within the Order, MJD will additionally back-up the Site-based backup on a resilient backup and disaster recovery appliance which is located at MJD's Data Centre.
- 5.4 Backups
 - 5.4.1 The backup and disaster recovery service is fully managed by MJD;
 - 5.4.2 The backup system will automatically notify MJD of backup success or failure.
 - 5.4.3 Backups are encrypted at rest and during transmission.
 - 5.4.4 Incremental Backups are made at the frequency set out within the Backup and Disaster Recovery Policy and initial full backups will be made on commencement of the Services and if deemed necessary by the backup service itself following the reboot of any backed-up Server Equipment.
 - 5.4.5 The data retention period is set out within the Backup and Disaster Recovery Policy.
- 5.5 Data Restoration
 - 5.5.1 Data restores will only be initiated by MJD when requested by an authorised representative of the Client;
 - 5.5.2 MJD will use reasonable endeavours to restore data at the level of granularity (including image, directory or file level), requested by the Client;
 - 5.5.3 MJD will use reasonable endeavours to restore data to the location that is specified by the Client.
- 5.6 Disaster Recovery
 - 5.6.1 The disaster recovery mode is Active-Passive; in the event of Server Equipment failure, MJD will discuss a Disaster Recovery plan of action with the Client during Working Hours and action the plan in accordance with the Client's instructions;
 - 5.6.2 If the Client's Server Equipment becomes unavailable for use, MJD will either:
 - Initiate failover to the backup appliance at the Client's Site; or
 - Initiate failover to a disaster recovery server within its Data Centre and provide temporary access to the Client's End Users until such time as access to the server is restored.
 - 5.6.3 If the Client's Site becomes unavailable for use, and if set out within the Backup and Disaster Recovery Policy, MJD will initiate failover to a disaster recovery server within its Data Centre and provide temporary access to the Client's End Users until such time as access to the Site is restored.
- 5.7 The recovery point objective and recovery time objective will be determined by the design of the disaster recovery solution and will be documented within the Backup and Disaster Recovery Policy.
- 5.8 MJD will use reasonable endeavours to complete the disaster recovery within the recovery time objective documented in the Backup and Disaster Recovery Policy.

5.9 MJD shall carry out disaster recovery testing as described in the Backup and Disaster Recover Policy. The Client may, however, request reasonable ad hoc testing as required.

6. Software Licensing

6.1 MJD is responsible for the licensing and installation of Monitoring Agents, backup agents and security software that MJD has installed on the applicable components of the IT Equipment.

6.2 The Client is responsible for the licensing of any and all the Client-owned software that is installed on the IT Equipment.

7. Service Level Agreement

7.1 MJD aims to meet the following target Response and resolution times:

Issue Type	Priority	Target Response Time	Target Resolution Time
Critical system failure: Any Issue affecting the performance of the whole or a significant part of the IT system, including: <ul style="list-style-type: none"> • Networking faults and failures • Router and Communications Devices faults and failures • Server hardware faults and failures • Server software faults and failures 	1	4 Working Hours	Reasonable endeavours
Desktop Issues: Any Issue which affects single devices or smaller elements of the IT system, including: <ul style="list-style-type: none"> • Desktop PC and laptop hardware faults and failures • Desktop software faults and failures • User support and assistance • Standard Build Applications support • Printer faults and failures • Other IT peripherals faults and failures 	2	8 Working Hours	
Any routine work which is not time critical, including User administration Scheduled installations/upgrades to 3rd party software Training System upgrades	3	3 Working Days	

7.2 Failure by MJD to achieve the targets set out in this paragraph 7 shall not be deemed to be a breach of this Agreement.

8. Complaint Handling

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

Escalation Level	Role	Contact Details
1	Support Manager	01343 610999

2	Business Development Manager	01343 610999
3	Managing Director	01343 610999

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