

SimpliciTy Managed IT SERVICES ATTACHMENT TO MASTER AGREEMENT

This Attachment is entered into between the entity from Our Group listed on the Order Form ("**We/Us**") and the customer identified in the signature block in the Order Form ("**You/Your**"). The provisions of the Master Agreement between the parties are hereby fully incorporated herein by reference. The Effective Date of this Attachment shall be the Effective Date in the Order Form. The parties agree to the following:

1. DEFINITIONS. Capitalised terms that are not otherwise defined in this Attachment shall have the meaning ascribed to them in the Master Agreement.

"Beyond Economic Repair" means, in relation to a Supported Item, that it has come to the end of its natural service life as defined by the manufacturer or where (i) the cost of the required replacement with original manufacturer parts to make the Supported Item properly functional (for the avoidance of doubt, excluding any labour costs) will exceed 50% of the current list or new replacement Supported Item price; or (ii) repair requires replacement of original manufacturer parts or components which are no longer available from the manufacturer and/or any approved alternative component supplier; or (iii) a Supported Item which experiences or suffers persistent or reoccurring faults or component failure; or (iv) the electrical safety condition and operation of the Supported Item could be considered a health and safety hazard;

"Business Day" means any day which is not a Saturday, Sunday or public or bank holiday in England and Wales excluding any company shutdowns. Any such company shutdowns will be notified in advance on the Website;

"Charges" means any and all of the charges for the SimpliciTy Managed IT Services as specified in the Order Form;

"Commencement Date" means the date so indicated on the Order Form or in the absence of such agreed date, the first date that We provide the SimpliciTy Managed IT Services described in this Attachment to You;

"Current Release" means the most recent version of the Supported Software which has been made available publicly from time to time in the course of normal business;

"Default" means any breach of the obligations of either party in connection with this Attachment and in respect of which such party is liable to the other hereunder;

"Documentation" means operating manuals, user instruction manuals, technical literature, and other related materials (where available) in human readable and/or machine readable forms supplied by the Software Supplier or Hardware Supplier (as applicable) to You;

"End-Of-Life" means software that has been declared effectively obsolete by its Vendor, who will no longer provide support or updates nor guarantee its ongoing functionality

"Force Majeure" as defined in clause 10.2 of the Master Agreement;

"Hardware Maintenance Supplier" means the third party supplier of any maintenance for Supported Hardware;

"Hardware Supplier" means the third party supplier of any Supported Hardware;

"Locations" means the locations where the SimpliciTy Managed IT Services are to be provided as set out in the Order Form or attached thereto as an appendix;

"Service Level Agreement" means the service level document on the Website for Our SimpliciTy Managed IT Services (which includes the related Service Levels).

"Service Description" means the document on the Website which describes in detail Our SimpliciTy Managed IT Services.

"Service Levels" means the standards of service or service objectives specified in the Service Level Agreement which We are required to achieve in the performance of the SimpliciTy Managed IT Services;

"SimpliciTy Managed IT Services" means the Technical Support, break-fix and other services for the Supported Items as detailed in the Order Form and relevant Service Level Agreement located at the Website. For the avoidance of doubt, the Order Form shall specify which SimpliciTy Managed IT Services You have selected from Us and the corresponding Service Level Agreement shall apply.

"Software Supplier" means the third party supplier of any Supported Software;

"Supported Hardware" means the hardware to be supported as set out in the Order Form or attached thereto as an appendix;

"Supported Items" means any Supported Hardware and Supported Software;

"Supported Software" means the software to be supported as set out in the Order Form or attached thereto as an appendix;

"Support Hours" means the hours when the Supplier is to provide the SimpliciTy Managed IT Services as set out in the Service Description or the Service Level Agreement. For the avoidance of doubt Support Hours are on Business Days only;

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any subsequent amendment or statute replacing such regulations as it shall apply to this Attachment.

"Website" means <http://www.advanced-legal.co.uk/alphalaw-espirit/simplicity-documents.aspx> or any other web address We provide to You from time to time.

2. TIME AND TIMETABLE.

2.1. Time. The parties shall agree a date for the commencement of the SimpliciTy Managed IT Services. All dates and times are agreed in good faith and time shall not be of the essence.

2.2. Extension of Time. If the performance of this Attachment by Us is delayed by reason of Default by You or by Your employees or agents or by Your other contractors, We shall be entitled to a reasonable extension of time and to any reasonable additional costs which it can show were directly incurred as a result of the delay, provided always that We advise Your appropriate personnel in writing without undue delay.

2.3. If the performance of this Attachment by either party be delayed by reason of any event of Force Majeure, such party shall be entitled to a reasonable extension of time provided that the party so delayed notifies the other party in writing without undue delay. Neither party shall be entitled to any additional costs incurred as a result of such delay.

3. PROVISION OF SERVICES

3.1. We shall only be obliged to provide the SimpliciTy Managed IT Services to the Locations during Support Hours and in relation to the Supported Items and for Supported Software that is current and supported by the vendor. The provision of any services outside the Support Hours is at Our sole and absolute discretion. Charges in respect of all time spent in providing any services outside the Support Hours will be invoiced to You at Our discretion at Our then current rates.

3.2. Our obligation to provide the SimpliciTy Managed IT Services shall not extend to rectification of lost or corrupted data arising by reason other than Our negligence. It is Your responsibility to take regular and adequate back-up copies of Your data.

3.3. You shall provide internet connectivity, or a communications device or service of the type specified by US in order to allow Us to provide the SimpliciTy Managed IT Services. We shall not be liable for any failure to provide the SimpliciTy Managed IT Services if You fail to do so.

3.4. We shall use reasonable endeavours to provide the SimpliciTy Managed IT Services in accordance with any target Service Levels specified in the Service Level Agreement.

3.5. Subject to clause 3.7, We may outsource the provision of all or any part of the SimpliciTy Managed IT Services provided that We shall be liable for any breach of this Agreement by a subcontractor as if it were Our own breach.

3.6. If We outsource the provision of all or any part of the SimpliciTy

Managed IT Services relating to Supported Hardware to the Hardware Maintenance Supplier, the standard terms of the Hardware Maintenance Supplier shall also apply to the provision of the SimpliCity Managed IT Services but the terms of this Agreement shall take precedence in relation to payment and Our liability.

3.7. If You make unreasonable, excessive or inappropriate use of the SimpliCity Managed IT Services, then We may at Our absolute discretion either suspend or charge extra for such Services and invoice You, and You agree to pay, for the additional Charges in respect of time spent supplying such Services at the then current rates.

4. FEES. The Charges for SimpliCity Managed IT Services and payment terms are specified in the Order Form.

5. CUSTOMER RESPONSIBILITIES

5.1. You shall comply with Your obligations under this Attachment.

5.2. Without prejudice to clause 5.1, You will co-operate and assist Us by:

- 5.2.1. making available, as We reasonably request, such information, data, documentation and timely responses to Our questions as are necessary for Us to provide the SimpliCity Managed IT Services;
- 5.2.2. ensuring that You have current, valid licences for all Supported Software. We shall not be obliged to provide Services in relation to any Supported Software for which You do not have a current valid licence;
- 5.2.3. affording to Our authorised personnel during Support Hours and at such other times as We may request on reasonable prior notice or as may otherwise be expressly agreed with Us, full and safe access to the Locations and such other facilities as may be necessary for us to proceed uninterrupted with the performance of the SimpliCity Managed IT Services under this Agreement and taking all reasonable precautions to ensure the health and safety of the Our staff whilst they are on Your premises. We reserve the right to suspend provision of the SimpliCity Managed IT Services when, in Our reasonable opinion, conditions at Your premises represent a hazard to the health and safety of Our staff;
- 5.2.4. maintaining a proper operating environment for the Supported Hardware as specified by the Hardware Supplier including working space, heat, light, ventilation, electric current and outlets and the use of necessary data communications facilities and equipment;
- 5.2.5. carrying out routine preventative maintenance procedures on the Supported Hardware in accordance with the Documentation (if any). You will not otherwise maintain or repair the Supported Hardware except where specifically authorised by Hardware Supplier in writing;
- 5.2.6. not making or causing to be made modifications to the Supported Items without Our prior written consent;
- 5.2.7. being responsible for establishing the disciplines, operating methods and office procedures necessary for ensuring the proper use, management and supervision of the Supported Items including but not limited to ensuring that You have and maintain adequate verified back-up copies of all Supported Items' software, application software and data;
- 5.2.8. without prejudice to the generality of clause 5.2.3, where We provide any Services at the Locations, providing without charge suitable office accommodation, materials, equipment and support services (including use of

telephone, facsimile, photocopying, computing and support services) which We may require in order to carry out the SimpliCity Managed IT Services;

- 5.2.9. procuring all necessary rights from third parties (including, without limitation, intellectual property licences in relation to computer software) which are from time to time required in order for Us to be able legally to provide the SimpliCity Managed IT Services;
 - 5.2.10. using all reasonable endeavours to ensure that the Supported Items are used in a proper manner by competent trained employees only or by persons under their supervision;
 - 5.2.11. ensuring that Current Release of the Supported Software is installed and implemented as soon as is reasonably possible and in any event not later than three (3) months of receipt by You;
 - 5.2.12. notifying Us promptly if a Supported Item is not operating correctly or of any other problem with it;
 - 5.2.13. co-operating to a reasonable extent with Our staff as reasonably required to perform the SimpliCity Managed IT Services and provide facilities for remote testing and diagnostic purposes; and
 - 5.2.14. designating primary and secondary contacts to deal with Us with regard to any matters reported in connection with the SimpliCity Managed IT Services inform Us as soon as reasonably possible if contacts or their details change.
- 5.3.** If We are delayed or impeded or obliged to spend additional time or incur additional expenses in the performance of any of Our obligations under this Agreement by reason of any act or omission of You or Your employees, agents, contractors or subcontractors (including the provision by any such person of any incorrect or inadequate data, information or instructions) then, notwithstanding anything else contained in this Agreement, You shall pay us for any additional time spent and expenses incurred by Us or on Our behalf in carrying out such obligations and caused or rendered necessary by such act or omission and any target time specified for Our performance of any obligations shall be extended accordingly and You shall not be relieved of any of Your payment obligations.
- 5.4.** We reserve the right to refuse to provide any Services to You, if in Our sole opinion You are abusive to Our staff or do not comply with Your obligations under this Agreement.
- 5.5.** You shall indemnify and keep Us (and any member of Our Group or sub-contractor) indemnified from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, losses, damages, claims, demands, legal and other professional costs (on a full indemnity basis) and judgements incurred or suffered as a consequence of:
- 5.5.1. Your breach of this Agreement or any negligent or wrongful act by You or Your officers, employees, contractors or agents;
 - 5.5.2. any claims or actions brought by You or any third party arising from Your failure to back up Your data.
 - 5.5.3. Your failure to procure all necessary rights from third parties (including, without limitation, intellectual property licences in relation to computer software) which are from time to time required in order for Us to be able legally to provide the SimpliCity Managed IT Services; or

5.5.4. Your provision to Us of any materials (including software).

6. EXCLUSIONS TO THE SERVICE

6.1. The SimpliCity Managed IT Services do not include the provision of assistance in respect of any error or malfunction or other problem in any Supported Item resulting from:

- 6.1.1. or attributable to hardware or software other than the Supported Items or interaction of the Supported Items with incompatible hardware or software;
- 6.1.2. or attributable to third party services, communications devices or communications networks;
- 6.1.3. any change or modification made to any Supported Item by any person other than Us, the Hardware Supplier or Software Supplier or their recommended supplier, without Our prior written approval;
- 6.1.4. use of a Supported Item other than in accordance with the Documentation.
- 6.1.5. Your wilful damage, neglect, incorrect use or wear and tear of any Supported Item, theft, damage caused by theft or attempted theft or operator error;
- 6.1.6. any reason external to the Supported Item such as, but not limited to, the failure or fluctuation of electric power, air conditioning or humidity control;
- 6.1.7. use of defective or inappropriate consumables or equipment or Supported Items that are inappropriate for Your purpose;
- 6.1.8. any accident or disaster affecting the Supported Item, such as, but not limited to, fire, flood, lightning or vandalism; or
- 6.1.9. You moving or relocating the Supported Hardware;
- 6.1.10. virus or malware infection
- 6.1.11. Your failure to provide an adequate and appropriate machine configuration, operating software and system software products;
- 6.1.12. Your failure to provide adequate and appropriate installation and audit controls and for implementing sufficient procedures and checkpoints to satisfy Your own requirements in relation to security and accuracy of input and output of data, including restart and recovery in the event of a computer malfunction;
- 6.1.13. lack of security of Your computer systems and networks and the use of appropriate products and precautions to ensure such security;
- 6.1.14. Your failure to provide an appropriate internet connection to the Supported Items or other equipment at the Location to allow remote support to be provided;
- 6.1.15. Your failure to provide suitably trained user personnel to run any computer upon which the Supported Items are being used;
- 6.1.16. third party interference with Your network;
- 6.1.17. the deterioration of the Supported Items during any period when the SimpliCity Managed IT Services are suspended or terminated pursuant to this Agreement; and
- 6.1.18. Your failure to take out and maintaining appropriate insurance to cover the above risks
- 6.1.19. Use of software against our recommendations

6.1.20. Your failure to notify us in good time of any change to related services such, but not limited to, internet services, telephony and network.

and We shall have no responsibility or liability for any of the above.

6.2. If any Supported Item is found to be in a non-operational or dilapidated condition for reasons other than fair wear and tear then We reserve the right to refuse to provide the SimpliCity Managed IT Services in respect of such item. In the event that We, in Our discretion, agree to repair the item, We shall have no further liability to repair the item in the future except where the need for repair arose from Our negligence. We shall be entitled to charge You for such repair in accordance with Our standard tariff for such services from time to time in addition to the Charges.

6.3. The Service does not include the provision of assistance in relation to:

- 6.3.1. Installation of new releases of Supported Software unless specified in the Order Form;
- 6.3.2. any Supported Item where no defect can be found or which is Beyond Economic Repair or the replacement of consumable items such as, but not limited to those listed as such in the Order Form.
- 6.3.3. training in use of the Supported Items. You acknowledge that it is Your responsibility to ensure that staff using the Supported Items are suitably trained; or
- 6.3.4. consumable items, or accessories which do not form part of the Supported Items or of cables and electrical equipment which are external to the Supported Items.

6.4. We reserve the right to refuse to carry out repairs to Supported Items if We are of the opinion that it will compromise support or warranty provided by another supplier.

6.5. You acknowledge and agree that We have not had the opportunity to carry out a thorough due diligence of Your Supported Items and that You shall fully co-operate with Us should We require any further information or assistance from You. In the absence of such co-operation You acknowledge that We may be unable to perform the SimpliCity Managed IT Services and accordingly We reserve the right to refuse to provide such Services.

6.6. New software or Equipment must be approved by Us before we cover it under a SimpliCity Managed IT Services agreement.

6.7. Use of 'End of life' or obsolete software is at Your risk and we reserve the right to place limitations on the level of support offered or levy additional charges to provide support in these circumstances.

7. TERM AND TERMINATION

7.1. **Term and Renewal.** The initial term of the SimpliCity Managed IT Services commences on the Commencement Date and continues for the period set forth in the Order Form ("**Initial Term**"). Following the end of the Initial Term, SimpliCity Managed IT Services shall automatically renew for additional periods of the same duration as the Initial Term continuously thereafter unless otherwise specified in the Order Form (each a "**Renewal Term**") unless either party gives written notice at least 90 days prior to the end of the Initial Term or any Renewal Term, of its intention to terminate the SimpliCity Managed IT Services. The pricing for the first twelve months of any Renewal Term shall be provided by Us in writing no less than 60 days prior to the end of the Initial Term or any Renewal Term. The Initial Term and Renewal Terms are collectively referred to as the "Term".

7.2. **Termination.** This Attachment in respect of SimpliCity Managed IT Services may be terminated for cause by either party in accordance with clause 8 of the Master Agreement. The clauses of this Attachment which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

7.3. Consequences of Termination. In the event of the termination or expiry of this Attachment: (a) save where termination is a result of material breach by You, We shall repay forthwith to You any advance payments made by You relating to any SimpliCity Managed IT Services not performed by Us in accordance with this Attachment; and (b) We shall cease to use and return all the Customer Data.. Should You require the Customer Data data to be returned in a particular format then We reserves the right to charge for such action.

7.4. Price Adjustment – Prerequisites. Pricing may be reviewed and revised throughout the Initial Term (or any subsequent Renewal Term) where conditions set forth on the Order Form document are no longer met, including but not limited to discounts applicable for the continued employment of IT staff.

7.5. Price Adjustment – User numbers. SimpliCity Managed IT Services pricing is based on Your number of IT users therefore may change during the Initial Term (or any subsequent Renewal Term should they increase. We will notify you of this.

8. TRANSFER OF UNDERTAKINGS

You will keep Us indemnified in full against any costs, claims, obligations and liabilities whatsoever (including legal and other professional fees and expenses) whenever arising which We may incur in connection with the employment and/or termination of employment of any persons arising out of the application

of TUPE to this Attachment and the SimpliCity Managed IT Services provided hereunder.

9. WARRANTIES AND DISCLAIMERS.

9.1. SimpliCity Managed IT Services. Without prejudice to the disclaimers included in the Master Agreement, We warrant that the SimpliCity Managed IT Services shall be performed using all reasonable skill and care and shall use personnel of appropriate skill and experience for performance of such services.

9.2. We will investigate any alleged breach of clause 9.1 provided that You notify Us in writing within seven (7) days of Our performance of the relevant work, giving Us all necessary information to be able to investigate the problem, breach or error and Our liability is limited to the right to re-perform the relevant Services.

9.3. If We comply with clause 9.2, We shall have no further liability for a breach of the warranty in clause 9.1.

9.4. Exclusion of Implied Warranties. Except as expressly set forth herein, all conditions and warranties, express or implied, statutory or otherwise, (including, but not limited to, any concerning fitness for purpose), are hereby excluded to the extent permitted by law.

9.5. For the avoidance of doubt, the warranties disclaimers set forth in the Master Agreement apply.