

IT Support Service Agreement

Definitions

"Tela"	means Tela Technology Limited, whose registered address is 4 Station Court, Old Station Road, Hampton in Arden, Solihull, West Midlands, B92 0HA and are registered at Companies House in England & Wales under company number 7974624
"The Customer"	means the Company who have received the Tela Electronic Contract which has been signed by an authorised representative who is legally allowed to procure IT Support Contracts and Third Party Software on behalf of the company.
"Electronic Contract"	means the quote from Tela containing the IT Support Contract and Software Tariffs and Services which you receive via electronic mail and digitally accept. By accepting and confirming the Tela Electronic Contract you agree to the terms and conditions set out in this Agreement.
"Agreement"	means the agreement between The Customer and Tela to accept the terms and conditions of the IT Support Service Agreement.
"Commencement Date"	means the date Tela starts to implement any IT Support Contracts and Third Party Software detailed within the Electronic Contract.
"Contract End Date"	means the contract end date of any IT Support Contracts and Third Party Software detailed within the Electronic Contract.
"Contract Period"	means the length of contract stated on the Tela Electronic Contract which The Customer agrees to pay monthly rental charges for any IT Support Contracts and Third Party Software.
"Service Charges"	means the monthly cost of any IT Support Contracts and Third Party Software detailed with the Electronic Contract.
"IT Support Contracts"	means the support offered by Tela to The Customer to help keep The Customers existing and any new IT Hardware and Software services up and running within the guidelines of this Agreement
"Third Party Software"	means software from a third party provider which Tela is providing to the customer within the guidelines of the Agreement

Terms and Conditions

1. Start date and period of cover

- 1.1. By completing and signing the Electronic Contract The Customer is agreeing to the terms and conditions set out within the Agreement
- 1.2. This Agreement is valid for the Contract Period as set out on the Electronic Contract from the Commencement Date.
- 1.3. The Contract End Date will be the last day of the Contract Period.
- 1.4. The period of cover will be continuous until written notification of termination of the Agreement is received by Tela (subject to terms in this Agreement).

2. Standard Hours of Support

- 2.1. Standard support service times are 8:30am to 5:30pm Monday to Friday (excluding public holidays).
- 2.2. Out of hours support requests shall be dealt with as per paragraph 24.

3. Equipment and licensing obligations

- 3.1. The Customer will be ultimately responsible for the appropriate and up to date licensing of software and hardware warranties used in conjunction with their business. This is not Tela's responsibility, however from time to time we may advise you of any software and hardware warranties which are due to expire

4. Invoices

- 4.1. We will send you your first invoice at the beginning of the month after the IT Support Contracts and Third Party Software services Commencement Date and thereafter on a monthly basis, but we shall be entitled to send you an invoice at a different time, which you shall pay in each case in accordance with paragraph

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- 4.4. We will send all invoices and other correspondence to the address set out in the Electronic Contract or otherwise the address you ask us to. We will show on the invoice which charges are payable in advance or in arrears, as referred to in paragraph 4.2. We will include all charges on the next invoice where possible, and in any event as soon as we can. Invoices shall be deemed to have been accepted by you if you do not present a written objection, identifying clearly the disputed invoice and the reasons why it is challenged, to us within six (6) months of the date of the invoice. If such objection is made we shall both make all reasonable efforts to resolve such dispute promptly. Provided you comply with these requirements in presenting your objection, if we fail to respond to that objection within thirty (30) days after its receipt by us, the objection will be deemed to have been accepted by us. We will accordingly amend the relevant invoice either with an appropriate credit to you or you shall be liable to pay the balance (if any) of the amended invoice within seven (7) days of its receipt by you.
- 4.2. You will incur Service Charges on a periodic rental basis, in which case you will incur charges from the date the IT Support Contract and Third Party Software Commencement Date. We will usually ask you to pay the Service Charges in advance and your first invoice will include both one month's rental in advance and a charge for a part month's rental from the Commencement Date up to the beginning of the first complete month, where appropriate, and then monthly in advance thereafter.
- 4.3. Should either party agree to terminate this contract in accordance to paragraph 8 then a final invoice will be generated and if your account is not in debit then we will refund to you any surplus after deducting any cancellation or termination charges.
- 4.4. Our standard credit terms are payment within fourteen (14) days of date of invoice by direct debit and these are the credit terms which will apply to this Agreement unless we have agreed otherwise in writing. You must pay all Service Charges within the credit terms which we have agreed and any advance payments and deposits when we ask for them. We reserve the right to apply a nominal monthly charge for non-direct debit payment methods. Where payment is arranged through a finance provider payment shall be in accordance with the terms of the finance agreement. Unless otherwise stated all charges exclude VAT which is chargeable at the applicable rate.
- 4.5. We reserve the right to make a nominal monthly charge for paper itemised billing; our basic online billing is provided as standard to all customers free of charge. We also reserve the right to apply a £20 per month minimum charge if your monthly invoice would be less than £20

5. Confidentiality

- 5.1. All information shared between The Customer and Tela will be kept confidential at all times and Tela will not disclose any information, or any part thereof, to any person or third party without The Customers written consent or a legal obligation placed upon Tela to do so.
- 5.2. Consent is deemed to be given by The Customer to enable Tela to disclose the necessary information to our officers, employees and third party contractors for the purpose of carrying out the requirements of this Agreement.
- 5.3. The Customers systems shall be accessed by Tela for the purposes of evaluating, monitoring and maintaining data and network integrity and security for the purpose of supplying on going technical support as laid out in this Agreement only.

6. Force Majeure

- 6.1. None of the parties should be deemed in default of their obligations under this agreement, or shall be liable to the other to the extent that it is unable to perform all or any of its obligations under this agreement by reason of fire, earthquake, flood, epidemic, accident, explosion, strike, lock-out, riot, civil disturbance, act of public enemy, natural catastrophe, embargo, war or act of God, or any ordinance or law.

7. Termination

- 7.1. Should The Customer at any point during this Agreement enter administration, liquidation or any other similar form of business process then This Agreement shall become null and void.

8. Notice Period

- 8.1. The Customer must provide written notice at least 30 days before the end of the contract period but no earlier than 120 days before the end of the contract period. Should The Customer not provide sufficient written notice at least 30 days before the end of the contract period then this agreement shall be automatically renewed for a further 12 month period.
- 8.2. Should this Agreement be automatically renewed, then the new Commencement Date shall be the end date of the original Contract Period or the latest elapsed Contract Period.

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9. Early Termination

- 9.1. Should The Customer wish to end this Agreement before the end contract period then The Customer must pay the Service Charges which would have been invoiced on a monthly basis until the end of the Contract Period.
- 9.2. Tela will raise an early termination invoice which The Customer will be entitled to pay within 14 days of the invoice date

10. General

- 10.1. Except with the prior written consent from Tela, the Customer shall not be entitled to transfer the benefit of this agreement to any third party.
- 10.2. This agreement shall be governed by and construed in accordance with English Law and the Parties submit to the exclusive jurisdiction of the English courts.
- 10.3. This agreement and any appendices mentioned within are the entire agreement between the parties. No variations or extensions shall be effective unless made in writing and signed by the Customer and Tela.

11. Overview of Service

- 11.1. Telephone Support is offered five days a week, 8 hours a day (except on public and bank holidays in England) where support calls can be logged for any problems relating to the Tela IT Support Service Agreement.
- 11.2. The Tela Helpdesk provides second line support to customer help desks. Calls are accepted from two named customer contacts. Tela will provide the following key responsibilities in support of the IT support services for which this SLA is offered
 - Agreed fault prioritisation
 - Fault management and logging via service management system
 - Target Fault response timings
 - Hardware maintenance and fault management where provided under contract
 - Software upgrades and bug fixes for nominated supported software
 - Hand-over of faults/issues to 3rd party carriers

12. Environmental

- 12.1. Where required, the customer shall provide Tela with a secure environment for the location of any equipment necessary to install IT server hardware including an adequate power supply feed and/or grounding earth, as agreed. The environment shall be clean and dry at all times and not suffer from extremes of temperature or power disruption. It shall also be the responsibility of the customer to ensure that all relevant equipment is accessible as and when required for maintenance or provision purposes.

13. Customer – Site Access requirements

- 13.1. If our engineers or sub-contractors have to enter your premises you agree to let them do so within normal working hours (Monday to Friday, 8:30am to 5:30pm) or otherwise if agreed with you in advance. We will meet your reasonable requirements regarding the safety of people on your premises and you must do the same for us.

14. Customer Planned Works

- 14.1. The Customer should note that Tela cannot be held responsible for loss degradation of service resulting from works undertaken directly by, or via a third party contracted by the customer. The customer shall provide Tela with reasonable notice of all planned work activity that may affect the working of the Customers IT hardware and software or associated equipment used to provide the service which could result in service failure or service outage.

15. Customer responsibilities

- 15.1. The Customer should note that use of any supported hardware and software should be used as per the manufacturers or providers guide books. It is The Customer's responsibility to make sure their employees understand how to use the supported hardware and software. Tela takes no responsibility and shall not be held responsible for the training of The Customers employees to use The Customers hardware and software supported through this Agreement

16. Contact Detail

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16.1. For all queries relating to faults, issues and incidents – The Customer shall contact the Tela Technical Support Helpdesk:

Telephone 01675 444320
Email technicalsupport@telatechnology.com

17. Outline of the Support Process

17.1. The following defines the process involved in fault reporting and fault resolution. The Tela Technical Support Helpdesk will provide a single point of contact for handling fault issues. All problem reports are allocated a unique reference number for reference throughout the history of the fault.

18. Fault Reporting Process – Customer reported faults

18.1. Tela requires that The Customer provides first line support to make initial assessment of any fault raised by their user base to determine if the issue is related to hardware and software supported by Tela within this Agreement. Having assessed the problem and determined that the fault is (or could be) related to hardware and or software supported within this service level agreement then the customer shall report all faults to Tela Technical Support Helpdesk.

- The Tela Technical Support Helpdesk shall receive all fault, problem or incident reporting calls placed by the customer
- The Technical Support Helpdesk shall log and issue a support case reference
- Support case references will be logged against The Company with relevant details recorded of The Customer representative who reports the call and the fault, problem or incident details
- Progress for resolution any recorded fault or problem and provide updates and confirm resolution for test and closure

The following information should be provided when reporting the fault:

- Details of The Customer representative reporting the fault, including name, location, mobile telephone number and return contact number.
- Device or devices affected; User or users affected, service or functionality/application affected, full address information and any access restrictions.
- A comprehensive statement pertaining to the problem, including the type of fault, e.g. loss of network connectivity, inability to connect to application / total loss of service, hardware failure. This should also include any error indications identified by the users and also the service impact upon the customer's ability to carry out its normal business
- Any specific requests or instructions.
- Any other information felt relevant.

18.2. Tela's Technical Support Helpdesk shall issue a fault reference (cross referred to the customer's fault reference where applicable). This shall constitute fault acknowledgement. In the event that a priority 1 or 2 fault cannot be cleared remotely, Tela shall make arrangements for a Technical Support representative to attend site. Site attendance is solely at Tela discretion.

19. Basis of Timing

19.1. For purposes of fault response measurement – measurement is calculated from the time at which a fault acknowledgement is issued by the Tela Technical Helpdesk representative.

20. Availability of service – Exceptions

20.1. Out of service time will be excluded from:

- Local geography or atmospheric conditions that may from time to time affect the ability to use The Customers IT hardware and or software.
- Where Tela having followed stipulated access procedures; is unable to gain access to equipment on a customer premises in order to carry out necessary testing, maintenance or repairs to rectify any logged fault
- Service downtime as a result of a successful Denial of Service or hacking attempt or where such an attempt is identified, and it is required that the service is shut down proactively by either end customer or Tela. to protect any or all parties
- Any circumstance or event (Force Majeure) beyond the reasonable control of Tela.
- Any failure of fault in hardware or software (code) which is referred to 3rd party manufacturers for fix over which Tela has no control or is out of scope for formal response targets
- Any services which are being delivered as part of a new product or service trial for which a separate and distinct agreement will be provided as required
- Any failure of connectivity which denies Tela or The Customer from accessing software or systems

21. Fault Prioritisation

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21.1. Tela has established a system for prioritising service problems based upon the severity of the problem reported. Below is a guideline for defined priorities. At the time of placing the call, Tela will identify the likely priority of the incident using the guidelines below. The following table details the priority of calls for a particular scenario. The agreed priority will be recorded in the call details.

21.2. Fault Prioritisation table

Priority	Description
1	Total loss of services – resulting in being unable to carry out normal operations
2	Severe disruption – whereas customer hardware and or software is causing continued service disruption
3	Problematic – whereas customer hardware and or software is failing on an irregular basis
4	Non-critical – occasional failure to customer hardware and or software which can be overcome without undue difficulty – minor change to user status

22. Fault Rectification

22.1. Initial diagnosis of problems reported will be made remotely via scripted questioning or network management tools. Tela will make all reasonable endeavours to isolate the Fault and restore affected services and provide a work around to any network – hardware or software failure. As required – site attendance will be made to rectify any issues. On restoration of any fault, the call will be referenced back to the customer representative for confirmation and re-test before closure.

23. Target Service Levels

23.1. Tela shall use reasonable endeavours to fix or provide a work around to any service-related problem that affects the functionality, performance or availability of The Customers hardware and or software. Tela will make all reasonable endeavours to meet the service criteria detailed in the table below

Fault Category	Target Response Time	Progress Updates
Priority 1	1 hour from first acceptance of the fault	If the fault is not cleared during the response period (left), Tela will advise of progress being made to clear the fault. Updates will be every 1 hour from receipt of all relevant information.
Priority 2	2 hours from first acceptance of the fault	If the fault is not cleared during the response period (left), Tela will advise of progress being made to clear the fault. Updates will be every 4 hour from receipt of all relevant information.
Priority 3	4 hours from first acceptance of the fault	If the fault is not cleared during the response period (left), Tela will advise of progress being made to clear the fault. Updates will be every 24 hour from receipt of all relevant information.
Priority 4	24 hours from first acceptance of the fault	If the fault is not cleared during the response period (left), Tela will advise of progress being made to clear the fault. Updates will be every 24 hour from receipt of all relevant information.

24. Out of Hours Support

24.1. All out of hours support through Tela has to be agreed contractually prior to a call out being raised. Out of Hours Support is only provided for the hardware and or software identified by The Customer which is supported under this Agreement. Tela will not accept responsibility for any fault found outside of the agreed customer hardware and or software. If Out of Hours Support is requested and an out of hours support contract is not in place then the standard hours rates shall apply – £75 per hour Monday to Friday, £100 per hour Saturday and Sunday, £150 per hour on Bank Holidays

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25. Third Party Software

25.1. The Customer understands that any Third Party Software which is quoted and digitally accepted by The Customer on the Tela Electronic Contract is not owned or manufactured by Tela. The Customer understands that by accepting this Agreement that they are fully aware that any Third Party Software provided by Tela shall be governed by the particular Third Party Software providers terms and conditions not this Agreement, except for the payment of Service Charges in line with the Contract Period. Tela will work with the Third Party Software provider to manage any support requests or service issues The Customer may have in line with the Third Party Software providers terms and conditions.

26. Limitation of Liability

- 26.1. We accept liability for personal injury or death as a result of our negligence. We also accept liability for fraud or fraudulent misrepresentation. We do not limit that liability and paragraphs 26.3 and 26.4 do not apply to that liability.
- 26.2. We have no liability (howsoever caused including (without limitation) by negligence) for any loss of business, profits, revenue or savings you expected to make, wasted expense, financial loss, data being lost or damaged, lack of availability of IT and/or communications systems not provided by us, damage to reputation or for any liability for any loss that is not reasonably foreseeable or for any indirect or consequential loss.
- 26.3. Any liability we have of any sort (including any liability because of our negligence) is limited to £100,000 for any one event or any series of related events, and in any twelve (12) month period to £500,000 in total.
- 26.4. Except as expressly set out in this Agreement, all conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise are hereby excluded to the maximum extent permitted by law.
- 26.5. Each part of this Agreement that excludes or limits our liability operates separately. If any part is disallowed or is not effective, the other parts will continue to apply.
- 26.6. We are not responsible for any pricing, typographical, or other errors and reserve the right to reject any orders where such an error may have occurred.
- 26.7. The provisions of this paragraph 26 shall continue to apply notwithstanding termination of this Agreement.

27. Change of support/service

27.1. The terms of, and any future changes to, this Agreement will be administered and managed by Tela. In certain cases, Tela may procure products and/or services from third parties to provide service or solution support, Tela will use all reasonable endeavours to procure the response and / or restoration levels required to support this . Any changes that will impact the offering within will be reviewed with the customer and will be agreed in writing where applicable and reviewed under change control.

28. Escalations

28.1. The Tela Technical Support Helpdesk management team is responsible for actively monitoring the progress of events. To provide excellent service, quick resolution to customer problems and to achieve fault restoration targets (time to fix); Tela has defined guidelines for the internal escalation of events that have reached a particular threshold. The customer has the right to request escalation of a given fault or incident should they feel the level of response is insufficient or the severity of the fault is such that there is unreasonable business impact or continued delay in resolution. Should the customer feel the response from the Tela is failing to meet the objectives set within this document, The Customer representative can in the first instance, request a review with Tela.

29. Complaints

29.1. A complaint is defined as an expression of dissatisfaction with Tela or the service it provides to any given customer. A complaint should not be confused with a query (a request for information) or with a fault report (when a customer representative is reporting a service failure etc). All complaints should be directed, in the first instance, to the Tela Technical Support Helpdesk. The target resolution for complaints will be 20 working days from receipt. If the complaint cannot be resolved within these time-scales, a mutually agreed course of action will be followed.

30. Items not covered

- 30.1. Tela accepts no responsibility neither in contract nor for the management and administration of any services connected to the cellular network; handheld devices; leased line connections or Internet connections; servers (gateways) and associated software; firewalls or router hardware The Customer uses unless they form part of another service agreement from Tela.
- 30.2. In addition to the above statements, the following are not provided for within the scope of service offered under the terms of the contract.

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- Training to rectify the customers end users mistakes or lack of understanding of The Customers hardware and or software specifically supported within this agreement
- Support of third party software which has not been agreed within this Agreement
- Third party software solutions which the customer has contracted to directly which have their own SLA's for fault / service resolution such as Microsoft Office 365 for example but not limited to.
- Hardware which was not supplied by Tela and does not have a relevant warranty support contract with the manufacturer for faults or failure.
- Data recovery unless we have provided a data recovery solution
- Pre Existing hardware and or software faults
- Accidental damage, misuse or deliberate damage to equipment.
- Accidental or deliberate virus infection and subsequent removal and system recovery
- Problems arising because of modifications made by The Customer to either hardware and or software, without prior written notification and agreement of cover from Tela
- System upgrades, additional hardware or software without notification.