

Cobra Systems UK Ltd t/a Amazing Support

Standard Terms and Conditions

Incorporating Master Services Agreement (MSA)

Version 2026

Unit 15, The Hub, Elstree Aerodrome, Hogg Lane, Elstree, Hertfordshire WD6 3AW

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Amazing Support is the trading name of Cobra Systems UK Ltd. Registered in England & Wales, Company No 06110416

Standard Terms and Conditions

Service Agreement:

BETWEEN

Cobra Systems UK Ltd t/a Amazing Support
of 5 Yeomans Court, Ware Road, Hertford, Hertfordshire SG13 7HJ (Company No: 06110416)
("The Company", "Company", "Amazing Support", "We", "Us", "Our", "Ours")

AND

The Client/The Customer
("The Customer", "The Client", "Customer", "Client", "You", "Your", "Yours")

Definitions

- I. "The Company", "Company", "Amazing Support", "We", "Us", "Our", "Ours" - is Cobra Systems UK Ltd t/a Amazing Support.
- II. "The Customer", "The Client", "Customer", "Client", "You", "Your", "Yours" - is the business who purchases or agrees to purchase IT Support, Goods and Services from The Company.
- III. "Goods" and "Services" - are the articles which The Customer agrees to buy and receive from The Company.
- IV. "Terms" - are the terms and conditions as set out in this document and any special terms and conditions agreed in writing by The Company.
- V. "Out of hours" - is any IT Support required outside of the period Monday to Friday 9am to 5.30pm GMT.
- VI. "Business working hours" - is any IT Support required during the period Monday to Friday 9am to 5.30pm GMT.
- VII. "Telephone, email and remote support" - is any IT Support provided by The Company to The Customer by telephone, email and remote login support to devices and services.
- VIII. "On-site Support" - is any IT Support provided on-site at The Customer's location by The Company.
- IX. "Price" and "Pricing" - is the price for the Goods and Services, excluding VAT and any carriage, packaging and insurance costs.
- X. "Break Fix" - is when a user is experiencing an issue with their computer or a device and where it needs attention from The Company to resolve the problem.
- XI. "Event" - is where The Customer or a third party have reported an incident to The Company, or a critical automated alert that The Company has received which needs to be investigated by The Company and then reported to The Customer.
- XII. "Alert" - is where The Company has received monitoring information from The Customer server(s) or network(s) regarding a problem that needs to be investigated by The Company and then reported to The Customer.
- XIII. "Change Request" and "Scheduled Work" - is where The Customer has requested a new action or a change to devices and equipment that needs to be scheduled for completion by The Company remotely or on-site at The Customer's location.
- XIV. "Fulfilment" - is when The Customer has requested to purchase something new from The Company.
- XV. "Asset tracking" - is a catalogue of all equipment and devices used by The Customer or those that reside at The Customer's location or on The Customer's network.
- XVI. "Warranties" - are third party cover for hardware failures and hardware replacements
- XVII. "Third party hardware and software supported" - is the list of third party hardware and software that The Company will support
- XVIII. "Device monitoring" and "proactive actions" - is the monitoring of hardware and system events, alerts and problems by The Company through using third party monitoring software installed on The Customer's equipment. The Company will actively resolve issues remotely when monitoring alerts are received as well as being informed when critical equipment is offline. Daily checks that backups of required systems have completed or failed, checking and installing anti-virus definition updates on servers and workstations, checking and installing whitelisted operating system updates on servers and workstations and vendor support escalation.

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- XIX. "Patching" and "Whitelisted Updates" - is checking and installing only safe and tested operating system updates on servers and workstations.
- XX. "Monitoring and remote management software" - are third party software installed on The Customer's equipment allowing The Company to receive hardware and software alerts and enable remote resolution of issues and remote access to The Customer's equipment.
- XXI. "Backup monitoring and checks" - is where The Company receives daily alerts from the backup software installed on The Customer's servers confirming if backups have completed or failed. Tickets are then created on The Company's helpdesk ticketing system if backups have failed and then The Company will attempt to resolve the backup failure problem.
- XXII. "Hosted services" - are services that are supplied to The Customer by The Company through third party companies, support by third party companies and using third party company equipment and data storage.
- XXIII. "Service Level Agreements" and "SLA" - are response times to issues, problems, events, alerts and tickets created manually or automatically that The Company is obligated to meet.
- XXIV. "Confidentiality" – is both our and your responsibility to keep all confidential information that we and you may come across during our duties and contract term confidential.

1. Term and renewal

Unless otherwise stated within a signed Contract, Proposal, Quotation or Statement of Work, all recurring Services supplied by the Company shall commence on the agreed service commencement date and continue for the agreed Initial Term.

Upon expiry of the Initial Term, the Services shall automatically renew for successive renewal periods equal to the Initial Term, or twelve (12) months where no Initial Term is expressly stated, unless either party provides written notice of termination not less than ninety (90) days prior to the expiry of the current term.

Notice of termination must be provided in writing by an authorised representative of either party.

Where Services include third-party software, cloud, hosted, telecommunications, licensing, backup, cybersecurity or supplier-backed services, renewal shall remain subject to applicable supplier minimum terms, notice periods and third-party conditions.

The Company reserves the right to review and amend pricing upon renewal in accordance with this Agreement. Pricing reviews shall apply in accordance with Clause 17.

Continued use of the Services following renewal shall constitute acceptance of the renewed term and applicable pricing.

2. Out of hours

Out of hours is considered any call received or any work requested to be started/completed outside of our core office hours which are Monday to Friday from 9am to 5.30pm GMT. If work is commenced during office hours and if this goes into out of hours and there are staff available to continue the work out of hours, you will be notified of the out of hours pricing and asked if you would like to continue out of hours. Amazing Support do not offer any guarantees to be available out of hours unless a Monthly Out-of-Hours Agreement is in place whereby our Out-of-Hours Service Level Agreement (SLA) will apply (see Section 17). Our Ad-Hoc Out-of-Hours Agreement is not tied to any SLA for response and is on a reasonable endeavour basis. If we do not receive or answer your Ad-Hoc Out of Hours request, you will not be charged the call-out fee or incur any hourly charge. Our Out of Hours times are Monday to Friday 5.30pm to 9am GMT plus weekends, excluding public and bank holidays on an Ad-Hoc Out-of-Hours Agreement. All Ad-Hoc Out of Hours for remote support is a minimum of 1 Hour and rounded up to the next nearest hour and for on-site support is a minimum of 2 Hours and rounded up to the next nearest hour. If any out of hours work is required, whether remote or on-site support, you will be charged the Ad-Hoc rates as specified below or a monthly agreement will be put in place. Our Out of Hours times are Monday to Friday 5.30pm to 9am GMT plus weekends, including public and bank holidays on a Monthly Out-of-Hours Agreement only.

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AD-HOC OUT OF HOURS AGREEMENT				
Support Option	Call Out Fee	Service Fee	Hourly Charge	SLA included
Ad-Hoc	£400 plus VAT	N/A	£180 plus VAT for remote and on-site break fix	No

3. Telephone, email and remote support

We will normally acknowledge receipt of all enquiries by email and telephone with a return email generated by our support system within our core office hours which are Monday to Friday from 9am to 5.30pm GMT. All support requests will be allocated a ticket number. You may refer to this ticket as it is used to track all work. Work carried out by telephone is logged in 6 minute increments. During busy incoming call periods, missed incoming calls and also in times of extreme weather/sickness, Amazing Support will divert calls to an answering service where messages will be returned as early as possible. On device/user based contracts telephone, email and remote support is included for break/fix work only, all remote and on-site change request and scheduled work will be charged at £85 plus VAT per hour. Should Amazing Support need to resolve problems remotely due to changes that we have not been made aware of or if the problem has been caused by your actions, a £85 plus VAT per hour charge will apply to resolve the issue. Any device/equipment/service that you request us to support or fix that has not been included in a contract or itemised on a monthly invoice will be charged at £85 plus VAT per hour. All non-contract, Ad-Hoc and Pay-As-You-Go (PAYG) support is chargeable at £110 plus VAT per hour for remote support with a minimum of 1 Hour and rounded up to the next nearest hour including change requests. All non-contract, Ad-Hoc and Pay-As-You-Go (PAYG) support does not run in accordance with our Service Level Agreement (SLA) and we will respond to all support requests and issues on a reasonable endeavour only basis.

4. On-site support

Unless alternative arrangements have been made we will provide on-site support for issues which cannot be resolved over the phone. On-site support work to include but not limited to break/fix work, change request work and scheduled work will be charged at £95 plus VAT per hour with 2 Hours charged as the minimum rate and rounded up to the next nearest hour. Please see your contract for specific on-site terms, conditions and pricing. Where agreed, a regular on-site visit limited to an agreed number of hours may be included for routine maintenance. Work that continues beyond these agreed hours will be charged at the agreed contract hourly rate. If during a visit of fixed length we are requested to complete additional work we reserve the right to schedule this work at a later date if we will be unavailable to continue immediately. If we are able to continue and the time is longer than the agreed length of time included in the contract, we reserve the right to start charging on the commencement of this additional time at the agreed rate. If on-site support is included in your contract a reasonable usage policy applies. Reasonable usage is at the discretion of Amazing Support and should an unreasonable number or misuse of on-site support requests be determined within a month period, the standard hourly on-site fee may be charged to cover these visits. A contract review will also be arranged to discuss altering your monthly contract amount to factor in an increased on-site support requirement. If the location of the customer's site is 5 miles or more outside of the WD6 postcode area, travelling costs will be applied at a rate of £95 plus VAT per hour for the engineer's travelling time or if preferable to the customer. For Service Level Agreement (SLA) priorities and response times to apply to on-site support, the initial support call to us detailing the issue must be made by the client before 5pm and must be acknowledged by a member of our Support Team before 5.30pm GMT. We will then schedule in an on-site engineer appropriately to attend your site in accordance with our Service Level Agreement (SLA) priorities and response times and in accordance with our out of hours charges as specified in Clause 2. If the initial support call detailing the issue is made by the client after 5pm the Service Level Agreement (SLA) response times will fall to the next business working day. Should Amazing Support need to resolve problems on-site due to changes that we have not been made aware of or if the problem has been caused by your actions, a £110 plus VAT per hour charge will apply to resolve the issue. Any device/equipment/service that you request us to support or fix that has not been included in a contract or itemised on a monthly invoice will be charged at £110 plus VAT per hour. All non-contract, Ad-Hoc and Pay-As-You-Go (PAYG) support is chargeable at £110 plus VAT per hour for on-site support with a minimum of 2 Hours and rounded up to the next nearest hour including change requests. All non-contract, Ad-Hoc and Pay-As-You-Go

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(PAYG) support does not run in accordance with our Service Level Agreement (SLA) and we will respond to all support requests and issues on a reasonable endeavour only basis.

5. Consultancy and project management

5.1 Consultancy, project management and project work will be carried out at an agreed hourly or daily rate based on our consultancy and project charges. On-site installations of new software, hardware, networking will be charged at your agreed on-site rate. Any on-site and remote project or installation work to be undertaken must be completed by our support team or approved by our support team. We will at times utilise one or many of our approved contractors or third parties to assist with or complete consultancy and projects with us and on our behalf. However, at these times, the sub-contracted third party or third parties are within our complete control and we will always ensure access to your network, websites, servers and infrastructure is approved, managed and monitored by us prior to any work commencing, with the appropriate third party contractual confidentiality agreements in place and system permissions implemented to ensure complete data and system protection. We retain no liability for damage or downtime to your network or business caused by any external third party or third parties completing on-site work that we have not approved or those that we have not instructed to complete. If you decide to complete any work without our support team or our approval or do not proceed with our system, setup, configuration and infrastructure recommendations, then we reserve the right to charge additional costs which will be quoted for you to accept, in order to resolve any post-project completion issues and we also reserve the right to terminate our support agreement with you with immediate effect by emailing you a notice of cancellation. In this instance clauses 30 and 31 do not apply.

5.2 Where the Company provides AI-assisted, automation, reporting, workflow, scripting or similar services, the Client acknowledges that AI-generated outputs and automated workflows may contain inaccuracies, omissions or unexpected outputs and require human review. The Client remains responsible for reviewing, validating and approving any AI-assisted output, automation workflow, report, recommendation or process before relying upon it operationally, commercially, legally or financially. The Company shall not be responsible for decisions made by the Client based solely upon AI-generated or automated outputs without appropriate human review.

5.3 Should a government body, professional body, insurance body, financial institution, auditor, third party supplier or other external party request an audit of your systems which you in turn require us to complete directly or on your behalf, our standard daily rate charges and hourly contract rate charges will apply.

5.4 All intellectual property rights in scripts, templates, automations, workflows, reports, methodologies, documentation, configurations, monitoring structures, AI prompts, service processes and tools created or supplied by the Company shall remain the property of the Company unless expressly agreed otherwise in writing. Upon payment of all applicable fees, the Client shall receive a non-exclusive, non-transferable licence to use agreed deliverables solely for its internal business purposes. The Client retains ownership of its underlying business data.

6. Scheduled work and change requests

Amazing Support reserves the right to cancel, without notice any scheduled telephone, remote or on-site work. We will however always try to notify our clients with as much notice as possible. If any scheduled work has been confirmed and the client wishes to cancel, 48 hours notice of cancellation is required to be sent by the client to Amazing Support by way of a telephone call or an email to their Account point of contact. If 48 hours notice is not received, then full payment of any quote or invoice is required. In order to action any schedule work or change request, the relevant forms must be completed and returned within a minimum of 48 hours before the intended change request/schedule work date. Otherwise the request cannot be scheduled or completed. All remote change request work and scheduled work will be charged at £85 plus VAT per hour and any on-site change request work and scheduled work will be charged at £95 plus VAT per hour. If you have not purchased new equipment through Amazing Support, any remote or on-site setup, installation and configuration of the new equipment will be charged at £95 plus VAT per hour. Scheduled work, change requests and fulfilment are not subject to our Service Level Agreement (SLA) and will be actioned on a case-by-case basis. We will endeavour to respond to your change requests and fulfilment queries as quickly as possible.

7. Additional charges

Parking and toll charges are passed onto the client. Mileage and train travel will be charged as appropriate at a rate agreed with the client. If we feel it appropriate, we will charge an hourly rate of £65 plus VAT per hour to produce or amend a quote. We will support your printers at a break/fix software level as part of the monthly

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device support, but should the printers physically break-down, we sub-contract our printer repairs for any hardware fault/printer malfunction at the following break/fix rates:
£89 plus VAT (any type) for first printer + parts
£69 plus VAT for additional printers (any type) + parts

8. Logging of support incidents

We will log and keep track of all support and work requests and can produce a breakdown of support when requested by you.

9. Asset tracking and contract costs

We will provide unique asset identifiers for all client equipment.

New equipment that is required to be supported by Amazing Support is required to be added to the client monthly contract and invoice. It is the client's responsibility to notify Amazing Support of new equipment that may require support. If we are contacted for support on equipment that has not been agreed, we reserve the right to not provide support for the product. Where we have provided you with an Asset Management Document it will be up-to-date as at our last audit. Should you change or add to your environment without our knowledge, you must ensure we are informed so our Support Team and the Asset Management Document can be updated. If we ask you to fill in the Asset Management Document in order for us to support you, this must be completed as full as possible. Any information that is not included in the Asset Management Document or if we are not informed about any system or site changes, this will cause our support response times and ultimate resolution of issues to suffer. In these instances, we will not be held responsible for any issues that may be encountered, nor the resolution of issues, nor bound to our SLA for response times. We will, at our discretion, also levy an additional charge at our standard contract hourly rate and/or standard day rate to resolve any issues relating to these systems we are not aware of.

10. Hardware, software, warranties and renewals

We will keep track of all manufacturers' warranties and notify you prior to expiry.

Our reasonable usage policy will be applied to calls regarding very old or out of warranty equipment. We reserve the right to state any piece of equipment is beyond its useful life. If this is the case then telephone and remote support offer will no longer apply for that device. As part of the contract or as a separate billable project, we will perform an audit of all network systems and devices to ensure your hardware, software and warranties are satisfactory. After the audit we will submit to you the results and recommend improvements or upgrades as necessary to support your systems. If it is discovered that these devices do not have the necessary or valid warranties attached, or the hardware or software is not part of our standard list of supported equipment, devices and software, we will ask for these to be changed. Failure to bring these in-line with our recommended best-practice requirements any failure, loss or breach of systems, security, data, hardware or software will be your responsibility and we will charge £110 plus VAT per hour for resolving and fixing issues with all responses and resolutions on a reasonable endeavour basis which will sit outside of our Service Level Agreement (SLA), together with additional charges to fix or replace the equipment, devices or software to be quoted separately at the appropriate times. To the maximum extent permitted by law and subject always to the Limitation of Liability provisions in the MSA, Amazing Support shall not be liable for any failure, loss, breach, compromise, data loss, system failure or security incident to the extent caused by the Client's failure to implement reasonable recommendations, maintain supported systems, maintain valid warranties, maintain appropriate licensing, or bring systems into line with recommended best-practice requirements and/or recommended audit changes as provided by Amazing Support. When we quote or supply you with a warranty for your hardware, we will at our discretion use either a manufacturer's or third party warranty. When we quote and supply a third party warranty to you the warranty will be in your company name, however, we must remain as the account contact. Therefore, should you cancel your contract with us, we will remain as the account contact for the remaining period of the warranty and on expiration, this warranty will not be renewed unless you specifically request for this. For software (including but not limited to anti-virus) and hardware warranty renewals we will ensure that reminder emails and/or telephone calls are sent/made to you at regular intervals and within sufficient notice prior to the renewal date so that you are aware and if necessary, instruct us to cancel the automatic renewal of your software and/or warranty renewal services or let us know any quantity changes. If you have not instructed us to cancel the automatic renewal of your software and/or warranty renewal services or we have not been able to make contact with you for whatever reason (including but not limited to, you have not replied to our emails or telephone messages) to confirm the renewals or any quantity changes within one week of your final reminder, we will continue to automatically renew your software and/or warranty renewal services in order to prevent any interruption of service and then invoice you accordingly as well as chase for payment remittance.

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11. Third party hardware and software supported

We offer a “reasonable endeavour” policy on supporting hardware and software which is not covered in our standard list of supported devices and software listed below and for third party software and devices which do not have an active support agreement or valid warranty available direct from the supplier, manufacturer or another third party with a direct line of support contact. We reserve the right to refuse to continue supporting such devices and software if they are not included in our standard list of supported devices and software set out below and/or at our discretion to levy additional costs for resolution of issues.

Standard list of supported devices and software:

Microsoft Windows for Workstations and Servers (all versions that receive security updates)
Microsoft Office (all versions that receive security updates)
Microsoft Office 365 (all versions that receive security updates)
Apple OS X (all versions that receive security updates)
Sage (Sage support contract required)
Quickbooks (Quickbooks support contract required)
Xero (Xero support contract required)
Symantec software products (Symantec support contract required)
Acronis software products (Acronis support contract required)
Veeam Backup & Replication (Veeam support contract required)
Zerto Virtual Replication (Zerto support contract required)
AVG Anti-Virus suite
ESET Anti-Virus suite and ESET products
Webroot/OpenText SecureAnywhere suite
Deslock+ Data Encryption
DuoSecurity 2FA (DuoSecurity support contract required)
LogMeIn products
Dropbox Pro and Business products
Microsoft Azure hosted infrastructure
Office 365 hosted infrastructure and business plans
VMware software products including all ESXi Hypervisor versions and vCloud (VMware support contract required)
Server Computers from Dell and HP (manufacturer or third party warranties required)
Desktop Computers from Dell and HP (manufacturer or third party warranties required)
Laptop Computers from Dell and HP (manufacturer or third party warranties required)
Standard Networked Printers (excluding wide-format plotters and label) (manufacturer or third party warranties required)
Netgear network hardware (manufacturer or third party warranties required)
Draytek network hardware (manufacturer or third party warranties required)
QNAP network hardware (manufacturer or third party warranties required)
Ubiquiti network hardware and software (manufacturer or third party warranties required)
Dell network hardware (manufacturer or third party warranties required)
HP network hardware (manufacturer or third party warranties required)
Cisco network hardware and cloud software (manufacturer or third party warranties required)
Barracuda network hardware and cloud software (manufacturer or third party warranties required)
USB Device Backup or Backup-to-disk only (No tapes, cassettes, diskettes backups unless these have been supplied and configured by Amazing Support)
Datto network hardware and software (manufacturer or third party warranties required)
Citrix Workspace

For any other industry standard software, network hardware or equipment, an audit will be performed by Amazing Support (see Clause 10) to determine if such software, hardware or equipment can be supported, if valid manufacturer or third party support contracts/licenses/agreements and warranties exist and any agreement to support will be up to the discretion of Amazing Support.

12. Device monitoring, device/user support and proactive actions

12.1 On a device based contract we will monitor critical systems and events during business working hours of Monday to Friday 9am to 5.30pm GMT. We will only take action to resolve if there is a problem during business working hours of Monday to Friday 9am to 5.30pm GMT. Outside of these times monitoring alerts will

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automatically enter our support queue for our helpdesk team to deal with on the next business working day. When appropriate and during business working hours, we will proactively contact you about upgrades/improvements that should be made to your systems. For systems updates, as a policy we will install tested or "whitelisted" Microsoft service packs, security hotfixes and security updates only and not intermediate non-core application updates as these can cause system instability. We will also notify you (if necessary) before installing any updates however, we do use an automated install system that may be used to automatically install updates and if necessary reboot your systems outside of business hours but only if this has been scheduled in by Amazing Support. As part of our device based contract, we will also install and setup remote monitoring and management software on servers and network devices at the audit stage. This allows us unattended access to your network servers and environment and is required for us to support you and your systems effectively. Our monitoring and remote management software systems are third party products where we endeavour to install and use the latest versions on all computer systems. We retain no liability for loss of access, downtime or support of your computer systems and network environment should an issue occur with the monitoring or remote management software products. We will liaise with the third party software vendors at these times to resolve any issues on a reasonable endeavour response and resolution time-basis. We may also at times, and at our discretion and frequency outsource or sub-contract certain proactive scheduling, system updates, maintenance and break/fix work to a third party or third parties that have either one-time access, limited access or full time access to your network and computer systems, both remotely and on-site. However, at these times, the outsourced or sub-contracted third party or third parties are within our complete control and we will always ensure access to your network is approved, managed and monitored by us prior to any work commencing, with the appropriate third party contractual confidentiality agreements in place and system permissions implemented to ensure complete data and system protection. Any critical device issues that requires remote support during business working hours, the total number of remote hours spent is included in your device based contract. For clients with a device based contract without support any critical device issues that requires on-site support during business working hours, the total number of hours spent on-site will be billed separately at £95 plus VAT per hour with a 2 hour minimum charge, together with any additional hardware required to bring your devices or systems back online to be billed separately.

12.2 Amazing Support reserves the right to decide whether a critical device issue requires remote or on-site support. Any servers, devices, workstations, equipment or systems that are not covered under a device/user based contract that requires break/fix or change request support will be charged at £110 plus VAT per hour to troubleshoot, resolve and escalate to any third parties required with all responses and resolutions on a reasonable endeavour basis which will sit outside of our Service Level Agreement (SLA). Additional devices, services, storage and quantity changes are chargeable at the rates specified in the contract pricing schedule and any alterations will be added to the contract and invoiced accordingly and will take effect the following month as per the contract.

12.3 Should clients decide not to pay for our device/user support as part of a contract or request to pay for support for only specific devices, equipment, workstations, users and servers, should any client infrastructure or client data problems be caused as a result of device/user actions, damage, breaches, leakage, problems, incidents, issues, negligence, misuse, theft, fraud, threats, compromise of client data, compromise of client security or client data loss arising from our lack of visibility, support and management over the non-supported devices and equipment, to the maximum extent permitted by law and subject always to the MSA Limitation of Liability clause, Amazing Support shall not be liable for issues, failures, security incidents, data loss, compromise, downtime or remedial costs to the extent caused by unmanaged, unsupported, excluded, undisclosed or client-managed devices, systems, users or infrastructure.

12.4 The Client shall implement and maintain reasonable cybersecurity controls where recommended by the Company, including Multi-Factor Authentication, supported operating systems, endpoint protection, email filtering, secure password practices, least-privilege access, backup controls and user awareness measures. Where the Client declines, delays, disables or fails to maintain recommended cybersecurity controls, the Company shall not be liable for any resulting compromise, breach, fraud, ransomware incident, phishing incident, data loss, unauthorised access, business interruption or remedial cost, subject always to the MSA Limitation of Liability clause.

12.4.1 The Client shall notify the Company promptly upon becoming aware of any suspected or actual cybersecurity incident, compromise, phishing attack, ransomware event, unauthorised access attempt, credential

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compromise, malware infection, data breach or other security event affecting systems, devices, accounts or services managed, monitored or supported by the Company.

Failure to notify the Company promptly may adversely affect containment, remediation, recovery efforts, service availability and SLA response applicability. The Company shall not be liable for any additional loss, escalation, downtime, compromise or remedial cost arising from delayed notification by the Client.

12.5 All affected infrastructure and device resolutions will be charged at £110 plus VAT per hour with all responses and resolutions on a reasonable endeavour basis which will sit outside of our Service Level Agreement (SLA).

13. Backup monitoring and checks

13.1 If required and subject to our backup check fee, we will also monitor your backup and/or replication jobs during business working hours of Monday to Friday 9am to 5.30pm GMT. If the backup was installed and configured by Amazing Support and is monitored by us, we will take action to resolve on a reasonable endeavour basis if there is a problem during business working hours, in accordance with our SLA and in accordance with any third party vendor SLAs who we will escalate to when required. We will also check the backup status on the day of a scheduled regular backup. Our backup monitoring is provided to contract clients only and only on agreement by Amazing Support to do so. Clients who choose to monitor, manage or receive alerts directly are responsible for their backup and for notifying Amazing Support of any problems. If we do not monitor your backup or perform backup checks as part of a paid service within your monthly contract, we do not offer any guaranteed time, date or SLA in relation to restoring, disaster recovery or contingency planning in relation to the backup. We only offer advice on how often you rotate your backup devices and that you should take them off-site. Ultimately the backup is your responsibility. We do not offer, by default, backup monitoring or backup checks for clients that have used our services for other installations or for a reconfiguration of a backup service. We do not perform test restorations of the data or disaster recovery testing as part of the agreement. We do not offer any guarantee over the validity of the backup or restoration within our daily check, just that the backup has completed successfully or not completed successfully as validated by the third party vendor software.

13.2 Backup monitoring confirms reported backup completion status only and does not constitute a guarantee that data can be restored, that restoration will be successful, or that any particular recovery time objective or recovery point objective will be achieved. Test restores, disaster recovery testing, immutable backup configuration, ransomware recovery planning and business continuity testing are not included unless expressly agreed in writing.

14. Hosted services

Our hosted services include but not limited to:

14.1 Hosted Emails (Exchange and POP), Hosted Email Sending, Hosted Email and Web Filtering, Microsoft Office 365 Exchange Email Hosting, Microsoft Office 365 Products and Packages, Microsoft OneDrive, Microsoft Azure, Dropbox, Egnyte, Cloud File Storage, Cloud File Sharing, Cloud File Collaboration, Online Backup, Online Virtualisation, Online Disaster Recovery, Colocation, Online Replication, VMware vCloud, Veeam Cloud, Cloud Infrastructure, Cloud Servers, Cloud Virtualisation, Cloud Desktops, Cloud Security, DRaaS (Disaster-Recovery-as-a-Service), IaaS (Infrastructure-as-a-Service), IDaaS (Identification-as-a-Service), SaaS (Security-as-a-Service), PaaS (Platform-as-a-Service), Domain and Web (Website) Hosting;

14.2 Hosted VOIP, Hosted Telephony, SIP Trunks and Hosted PBX Services (VoIP).

14.3 The standard hosted service that we provide is Service Availability and Network Uptime only but these are subject to the Service Availability and Network Uptime Policies of our Hosting Partners. If you do not proceed with a contract to cover Cloud Management, Device/User Support or a Managed Service Level then we are not responsible for any user or document management, server management, change requests, break/fix, remedial work, support, remote monitoring or maintenance, uptime or backup checks of your hosted services, nor for any loss of downtime or data loss. Should you then require any remedial, recovery, change requests or break/fix support services related to issues affecting your hosted services then an hourly charge of £85 plus VAT will apply and/or project charges which will be quoted for you to accept. Any setup of hosted accounts and migration from an existing system to the hosted platform is chargeable at an agreed project rate. For Hosted Emails, we will only migrate from a Microsoft Outlook to a Microsoft Outlook email client (all versions) or from Mac Mail to Microsoft

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Entourage/Outlook (all versions). Post migration assistance is provided for additional tweaks but any major support that is deemed as a separate project or significant additional work will be chargeable at an agreed rate. Escalation support to exchange or cloud service engineers for critical server or critical service issues is included as standard. Mailbox support, user support, device support, cloud service support, management support, administration support and change request support is not provided as standard and any troubleshooting, changes, issues or remedial work whether remote or on-site relating to but not limited to your hosted services, local email clients, local or hosted software, workstations, cloud services, cloud management, cloud servers or devices will be chargeable at an hourly rate of £85 plus VAT per hour. Additional devices, services, storage and quantity changes are chargeable at the rates specified in the contract pricing schedule and any alterations will be added to the contract and invoiced accordingly and will take effect the following month as per the contract.

14.4 All of our Hosted Services are provided by third party company suppliers of which we are either an authorised reseller of, or have been authorised to resell their services. We do not own the infrastructure within the third party hosted data centre, but all of our customer data are stored on the third party company's server hard drives and are always within our full control. Due to the nature of our Reseller and Hosting Agreements with our Hosting Partners, we are bound by their terms and conditions. When we provide or supply you with any Hosting Service you agree to be bound by the same third party terms and conditions, notably all Service Availability, Network Uptime, Acceptable Usage, Privacy and Service Level Agreement Policies. To read the full terms and conditions of our third party hosting partners, please call us on 0203 728 2555 and we will email you with the relevant information.

The Client acknowledges that hosted, cloud, telecommunications, Microsoft, backup, domain, website, VoIP and other supplier-backed services depend upon third-party infrastructure, supplier terms, internet connectivity, licensing models and service availability outside the Company's direct control. The Company shall not be responsible for third-party outages, supplier failures, platform changes, licensing changes, data centre issues, internet failures or supplier-imposed service restrictions, except to the extent caused by the Company's own negligence or wilful misconduct.

14.5 90 days notice of cancellation of all hosted services is required and in accordance with Clause 31 which applies. All pricing will be reviewed annually. All pricing will be reviewed annually. The Company may amend pricing upon not less than thirty (30) days' written notice where required due to supplier price increases, licensing changes, inflationary increases, regulatory changes, changes in service scope, or operational cost increases required to support and deliver the Services. Supplier-imposed price changes may be passed through to the Client in accordance with applicable supplier terms. If the company decides to amend their prices and charges, the Client will be informed immediately by letter or email, our Standard Terms and Conditions will be updated to reflect these changes and then any amendment to these Standard Terms and Conditions shall be notified to the Client in writing and shall take effect no earlier than thirty (30) days after notice, except where an immediate change is reasonably required for legal, regulatory, cybersecurity or supplier-compliance reasons.

14.6 If we manage your domain name(s) and/or host your website(s) with our Hosting Partners we will automatically renew all .co.uk domain name(s) for 2 years and all other domain name(s) and website(s) hosting for 1 year. We will ensure that reminder emails are sent to you at regular intervals and within sufficient notice prior to the renewal date so that you are aware and if necessary, instruct us to cancel the automatic renewal of your domain name(s) and/or website(s) hosting. If you have not instructed us to cancel the automatic renewal of your domain name(s) and/or website(s) hosting within one week of your final reminder, we will continue to automatically renew your domain name(s) and/or website(s) hosting in order to prevent any interruption of service and then invoice you accordingly. If we do not manage your domain name(s) or host your website(s) with our Hosting Partners, it is your responsibility to ensure that your domain name(s) and website(s) hosting are renewed before the expiry dates. If we have requested or have domain control panel access, this does not mean that we manage your domain name(s) or website(s). It is purely for us to support you when domain record changes are required. It is also your responsibility to ensure that for domain name records, the WHOIS contact information is kept up-to-date and is accurate at all times, to include the registered owner, all administrator and contact email addresses, telephone numbers and postal addresses.

14.7 Our Hosted VoIP service monthly user charge includes 2000 UK mobile minutes per user per month and 2000 UK landline minutes per user per month. For avoidance of doubt UK Mobile refers to the major UK MNOs; O2, Vodafone, EE, Three (H3G) and respective MVNOs. Some other UK Mobile network destinations may be charged at higher rates. Inclusive minutes do not include non-UK or national rate numbers and additional tariff

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charges will apply as set out in clause 14.8 and will be added to your monthly call charge invoice. Any UK mobile or UK landline calls made that exceed the 2000 UK inclusive minutes per month additional tariff charges will apply as set out in clause 14.8 and these will be added to your monthly call charge invoice. Geo/Non-Geo Numbers and DDIs incur additional monthly charges and will be added to your monthly service invoice. 1 x Extension per user, Ring Groups, Call Queues, IVR menus, Shared Mailboxes, Apps/integrations and call recording is included in the per user per month cost.

14.8 Hosted VoIP tariff charges are updated from time to time by the Company or its telecommunications supplier. International, premium-rate, non-geographic, mobile, satellite and other non-standard call charges may vary and shall be charged in accordance with the applicable tariff in force at the time the call is made. Hosted VoIP Tariff Charges can be made available by request by emailing support@amazingsupport.co.uk

14.9 If you have opted for our Managed Service Level, this will provide you with 24/7/365 monitoring of your hosted services, with response and resolution during our standard business working hours only in accordance with our Service Level Agreement (SLA). Should you require our Managed Service Level out of hours, this will be outlined in your monthly contract and billed separately. Alternatively our ad-hoc out of hours agreement can be utilised but is delivered on a reasonable endeavour basis and outside of any SLA, all as detailed in Clause 2.

15. Client Cooperation

The Client shall provide timely access, accurate information, authorised contacts, credentials, approvals, third-party supplier details and reasonable cooperation required for the Company to provide the Services. Any delay, failure, inaccuracy or omission by the Client may affect response times, resolution times, project timelines, service availability and SLA applicability. The Company shall not be liable for delay or failure to perform to the extent caused by the Client's failure to provide such cooperation.

16. Service level agreements

Hosted, cloud and supplier-backed services remain subject to applicable third-party supplier availability and SLA dependencies. Amazing Support offers a Service Level Agreement (SLA) for response times only during business working hours Monday to Friday from 9am to 5.30pm GMT (excluding Public and Bank holidays) and during Out-of-Hours Monday to Friday after 5.30pm GMT plus weekends (including Public and Bank holidays) subject to a Monthly Out-of-Hours Agreement being in place. Service Level Agreement priorities and their equivalent response times are assigned by Amazing Support based on our rationalisation of the problem and our assessment of the severity of the issue. Resolution times are on a "reasonable endeavour" basis to ensure that any issue arising is resolved as quickly as possible. Where the provisions of this agreement do not cover the needs of a client we will point these out and assist with an alternative solution. Amazing Support's Service Level Agreements are listed below and we strongly recommend that you check our Terms regularly for any updates or changes to the SLAs and to our Standard Terms and Conditions. If you need to obtain a copy of our up-to-date Terms please contact us on 0203 728 2555 or visit www.amazingsupport.co.uk/standard-terms.

SLA response times in the tables below refer to first response, acknowledgement and commencement of investigation only. They do not guarantee resolution within the stated timeframe. Resolution is dependent upon issue complexity, Client cooperation, access availability, supplier dependencies, third-party response times, hardware availability, licensing status and whether the relevant systems are supported and included within the Client's contract.

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Amazing Support Service Level Agreement (SLA)

Response Times - Business Working Hours Only (*Monday-Friday 9am to 5.30pm GMT*)

		IMPACT		
URGENCY		HIGH	MEDIUM	LOW
	URGENT		P1	P2
NORMAL		P2	P3	P4

SLA DEFINITIONS AND RESPONSE TIMES		
Term	Explanation	Response
P1 - Critical	Whole site down or all users affected	1 hour first response SLA
P2 - Important	More than one user is affected but the site can continue to function with limited functionality	1 hour first response SLA
P3 - Normal	Standard priority used for normal issues causing a problem to a user or a small number of users but who are able to continue working in some capacity	2 hour first response SLA
P4 - Low	An issue not causing any interruption to a user or a non time critical event	4 hour first response SLA

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Amazing Support Out-of-Hours Service Level Agreement (SLA)

Response Times - Out-of-Hours Only (*Monday-Friday 5.30pm to 9am GMT plus weekends*)

		IMPACT		
URGENCY		HIGH	MEDIUM	LOW
	URGENT		P1	P2
NORMAL		P2	P3	P4

SLA DEFINITIONS AND RESPONSE TIMES		
Term	Explanation	Response
P1 - Critical	Whole site down or all users affected	2 hour first response SLA
P2 - Important	More than one user is affected but the site can continue to function with limited functionality	2 hour first response SLA
P3 - Normal	Standard priority used for normal issues causing a problem to a user or a small number of users but who are able to continue working in some capacity	4 hour first response SLA
P4 - Low	An issue not causing any interruption to a user or a non time critical event	6 hour first response SLA

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17. Quotations and contracts

The terms of any Contract entered into by Amazing Support for the supply of Goods and/or Services to the Customer and the terms of any Contract entered into by the Customer with Amazing Support shall consist of the express terms of any quotation or services agreement (including these Standard Terms and Conditions) together with the terms of any other document expressly referred to in such quotation or services agreement. Any such Contract shall supersede all previous discussions negotiations letters, emails and agreements in relation to the supply of such Goods and/or Services. If the Customer accepts any Goods delivered or Services supplied to the Customer by Amazing Support before a binding agreement for the supply of such Goods or Services is in existence, then the Customer's acceptance of such Goods/Services shall be deemed to constitute acceptance of the terms of the quotation, the services agreement, these Standard Terms and Conditions as well as the terms of any invoice rendered by Amazing Support. The Customer has deemed to have accepted all Goods and Services as stated on the quotation or services agreement when confirmation to proceed with the quotation or services agreement has been provided by the Customer to Amazing Support. The Customer enters into a contract with Amazing Support together with acceptance of these Standard Terms and Conditions on confirmation and acceptance of the quotation or services agreement either by signing and returning the quotation or services agreement by signing electronically through E-sign, by email, fax, post or by replying to the quotation or services agreement email confirming to proceed either with or without confirming the unique Quote No or Contract No provided by Amazing Support. Pricing on quotations is fixed for 7 days from quotation date and 5 days notice of cancellation or alteration is required after receipt of confirmed quote.

Service agreement pricing will be reviewed annually. An annual increase may be applied on the anniversary of the contract or renewal term in line with RPI/CPI, supplier increases, licensing changes, staffing costs, operational costs and other reasonable business expenditure required to support and deliver the Services. Any non-annual pricing amendment shall be notified to the Client on not less than thirty (30) days' written notice and then applied to any contract you have with us unless the change is required sooner due to supplier-imposed changes, legal requirements or cybersecurity requirements.

We reserve the right to refuse to support any client who is abusive, rude or unreasonable in their requests and any such action shall entitle us to terminate the contract on not less than thirty (30) days' written notice without any refund.

18. Payment terms and purchase orders

Unless agreed otherwise all support agreements must be paid by Direct Debit on the first day of the month, in advance. Hardware/Software/Goods supplied must, unless agreed or stated otherwise, be paid 100% in advance and the quotation sent to you for your acceptance and confirmation will be used as an internal purchase order for ordering purposes. Non-support agreement invoices and project invoices must be paid on 14 Days Terms. We reserve the right to cease support and disable all services on the main agreement if payment is withheld on any account invoices without good reason. Should invoices remain unsettled, if you have setup a Direct Debit with us we will take the outstanding balance from your registered bank account during the next Direct Debit payment period. If for any reason you cancel your Direct Debit or we are unable to take the payment successfully, if the payment is returned, rejected or refused by the bank or Direct Debit company for any month period, an administration fee of £50 plus VAT will be applied to your next payment for every occurrence. For clients not on Direct Debit, we may instruct our Debt Collection Agency to seek payment on our behalf. Interest on the total amount outstanding shall accrue for late payment of invoices commencing from when payment becomes due at the current Statutory Annual Interest Rate (8% plus the Bank of England base rate) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 until the date of actual payment. We will also pass on all Debt Recovery Costs and Disbursements onto you as well incurred from the debt collection process. This shall be applied from time to time in force. Unless otherwise specified on the quote, contract or invoice, VAT will be charged on service and supplies at the current rate of 20%. All goods remain the property of Amazing Support until full payment is received. All goods supplied may be subject to a delivery charge. Larger project based work may be quoted with an associated project plan. This will outline the stages of the project, the time scales and any staged payments where necessary. For project work quoted and project purchase orders, unless otherwise stated, all hardware/software/goods is required to be paid 100% in advance with a 20% non-refundable deposit paid on labour charges to secure the project date and scheduled project work. The final 80% of the project labour charges will be invoiced on completion of the project and payment must be made on 14 Days Terms. At other times, we may also enforce a payment of a 50% non-refundable deposit on labour charges for project work with the balance required on completion on 14 Days Terms and this will be up to our discretion to apply. Any other

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staged payments for project work will be up to our discretion and dependent on the phases and type of the project, these stages will be provided to you and invoiced at the relevant billable periods and invoices are to be paid immediately by you to prevent any project delays or re-scheduling. You are not permitted to hold back payment of any invoice where a complaint has been made by you. For all complaints to be valid, the full invoice or invoices must be settled first. Your complaint will then follow our complaints procedure as per Section 33 and any credit or reimbursement of your invoice or invoices will then be discussed with you separately and actioned appropriately.

19. Delivery, part delivery and returns

Any date for delivery of Goods or provision of Services specified in any Contract or otherwise quoted or agreed to by Amazing Support will be estimated by Amazing Support as accurately as possible in accordance with supplier delivery dates and supplier stock availability but is not guaranteed. In the event of any failure to meet such date Amazing Support's sole obligation shall be to deliver the Goods or provide such Services within a reasonable period thereafter and in accordance with supplier delivery dates and supplier stock availability. Any claims for incorrect delivery damage or loss of Goods must be made to Amazing Support in writing within 2 working days of delivery/collection by the Customer supplying full details. Any claims for non-delivery must be made in writing within 2 days of the delivery note/invoice date. Unless a written notice is received by Amazing Support the Customer shall be deemed to have accepted the Goods in accordance with the delivery note/invoice.

If the Contract provides for the Installation of the Goods, the Customer shall make the proposed installation site available for inspection by appropriate Amazing Support staff at an agreed time during a minimum period of 14 days before the date scheduled for delivery. Next Day Delivery shall mean Next Working Day delivery and be between the hours of 9.00am and 5.30pm GMT Monday to Friday. Normal Delivery shall be made during Amazing Support's or the Customer's normal working hours of 9.00am to 5.30pm GMT Monday to Friday to the specified Customer Site or Business Location. Amazing Support shall provide the labour required for taking any Equipment to the Customer Site, Location or Address and unpacking it. The Customer shall provide in any event a member of staff to assist in the supervision of the delivery and installation but shall not be required to participate with the actual installation of the goods, products or application of the services unless this is requested for by The Customer. If confirmation of order has been received by Amazing Support and the customer wishes to cancel or change the order, it is the obligation of the customer to contact Amazing Support within a maximum of 5 days and request cancellation or alteration. This can be done either by telephone or email. A charge may be made to the customer for cancelling or altering the order and this will be confirmed directly with the customer. If after payment of the invoice and the customer wishes to return a product, the customer must contact Amazing Support within 14 days of receipt of the invoice to request a full or part return of item(s). This period is known as a "cooling-off" period and acknowledges that the customer will not incur any financial charges within this period. If after 14 days, the customer wishes to return full or part of the products contained on the invoice, it is the obligation of the customer to contact Amazing Support by telephone or email where Amazing Support will reply within 5 working days. If payment has been made by the Customer to Amazing Support in relation to a Goods order only and if the customer wishes to cancel the order because the estimated date for delivery of the goods is not acceptable as a result of supplier delays outside of our control, the customer can request a full refund of the Goods order once written notice by email has been received and confirmed by Amazing Support and a refund payment will be processed within 30 working days by way of a Bank Transfer from the date of that notice.

20. Passing of risk and title

Risk in any Goods passes to the Customer when Amazing Support delivers such Goods to any entrance to the Customer Site, Location or Address or when the Goods are collected by the Customer. The Customer shall indemnify Amazing Support against any damage to or loss of any Goods from the time of collection by the Customer or delivery of such Goods to any entrance to the Customer Site, Location or Address until the payment of the invoice is received by Amazing Support. Property in any Goods shall pass only when Amazing Support receives payment in full of the invoice. All Goods supplied by Amazing Support to the Customer under the terms of this Contract shall remain the sole and absolute property of Amazing Support both in law and in equity until the Customer shall have paid the invoice to Amazing Support together with the total amount of any other goods supplied by Amazing Support to the Customer pursuant to any other contract between them. For any pending payments by the Customer, the Customer acknowledges that it is in possession of the Goods solely as a bailee. Until such time as the Customer becomes the owner of the Goods in accordance with these conditions it will keep them in such a manner which makes them readily identifiable as the Goods of Amazing Support. The Customer's right to possession of the Goods shall cease if the Customer become insolvent or is unable to pay its debts as they fall due or the Customer suspends or ceases or threatens to suspend or cease trading and Amazing

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Support may thereupon enter any premises where the Goods are stored or where they are reasonably thought to be stored for the purpose of repossessing them. Until such time as either the Customer shall have ceased to have the right to retain possession of the Goods or shall have acquired the property in them in accordance with these conditions the Customer may be licensed by Amazing Support to sell the Goods but the Customer shall not hold itself out as agent but shall sell on its own account and shall hold the entire proceeds of sale as trustee for Amazing Support and shall pay them into a separate bank account opened for the purpose approved by Amazing Support and shall ensure that in no circumstances are the proceeds mingled with other money or paid into any overdrawn bank account but are at all times identifiable as Amazing Support's money. If the Customer has not received the proceeds of any such sale it will if called upon to do so by Amazing Support assign to Amazing Support within 7 days all rights against the person or persons by whom the proceeds are owed.

21. Patents and copyrights

This condition states Amazing Support's entire liability to the Customer arising from patent copyright or intellectual property right infringement and is subject to the Customer accepting the terms of any Software Licence Agreement required.

Amazing Support warrants to the Customer the following:

21.1 That Amazing Support either is the beneficial owner of any letters patent or copyright in the Goods or has the written permission of the owners of the letters patent or copyright in such Goods for their use by Amazing Support and the Customer.

21.2 That neither the Goods nor their use shall infringe or violate any rights of any other party.

21.3 Subject to the provisions of this condition and to the Customer not being in breach of any other obligation under any Contract Amazing Support shall indemnify the Customer against all costs, expenses, losses and damages occasioned to the Customer in consequence of any breach of these warranties or arising out of any claims alleging breach of these warranties and shall defend any proceedings in the Customer's name provided always that:

21.4 Amazing Support is notified within 21 days in writing of any such claim and is given complete control of any information required for the defence of the same.

21.5 The Customer does not prejudice in any manner Amazing Support's ability to defend such claim and

21.6 The alleged infringement or breach does not arise from the Customer's use of goods or any part of any Goods in conjunction with Equipment, Hardware or Software obtained from third parties or as a result of any modifications made by the Customer or where goods or any part of any Goods have been used for a purpose for which they were not supplied or where all or any part of any Goods have been used otherwise than at the Location.

21.7 Where an injunction is granted against Amazing Support's use of any Goods or any part thereof by reason of infringement of any patent or copyright or intellectual property right or where in the opinion of Amazing Support any Goods or any part thereof are likely to become the subject of a claim for patent or copyright or intellectual property right infringement, Amazing Support may at its option and expense either:

21.7.1 Procure for the Customer the right to continue using such Goods or any part thereof or

21.7.2 Replace or modify the same so that there is no infringement or

21.7.3 If neither of options 21.7.1 and 21.7.2 above is possible accept the return of such Goods and

21.7.4 Grant the Customer a credit equal to the value of such Goods taking into account depreciation.

22. Hardware and software

Copyright and/or any intellectual property right in any Hardware or Software and any other Hardware or Software supplied by Amazing Support in respect of any Equipment and copyright in all Documentation relating thereto (whether printed or stored magnetically) shall remain with Amazing Support or (as the case may be) such

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third party who has permitted Amazing Support to supply such items hereunder. In no circumstance shall copyright in such items pass or be deemed to pass to the Customer. Any Hardware or Software supplied by or on behalf of Amazing Support in connection with any Contract which is specifically written or modified for use with Equipment supplied or specified under such Contract is to be used on such Equipment only and no part of such Hardware is to be reproduced or utilised in any form or by any other means without the prior written approval of Amazing Support and no part of such Software may be copied, reproduced or utilised in any form or by any other means without the prior written approval of Amazing Support. If any Equipment, Hardware, Software or Documentation supplied hereunder is amended or modified Amazing Support or other third party copyright and/or intellectual property rights in respect thereof shall continue to exist and shall extend to such modifications. The Customer shall accept and when required sign a Software Licence Agreement in the form required by Amazing Support or the supplier of the Software to Amazing Support.

23. Confidentiality

Any Software and all information and explanations supplied by Amazing Support under or in connection with the Contract are supplied on a confidential basis and the Customer shall maintain the confidentiality of the same and in particular will not without Amazing Support's prior written consent:

23.1.1 Disclose any details of any Software, Hardware or any Equipment or its method of operation to any third party.

23.1.2 Allow any use of the Equipment and/or the Hardware and/or the Software and/or the Documentation or any part thereof by any third party.

23.1.3 Give or lend to any third party any copy of any program or any other Software in whatever form or any copy of or any part of any operating manual or Documentation supplied by or on behalf of Amazing Support.

23.1.4 Make or cause to be made any copy of any Equipment or any part thereof or

23.1.5 Make or cause to be made any copy of any Software or any other Software supplied by Amazing Support to the Customer other than one copy for the purposes of security.

23.2 The Customer will further take all reasonable steps to ensure that:

23.2.1 No authorised person may take or remove from the Customer's possession any copy of any Hardware, Software or of the documentation supplied by or on behalf of Amazing Support.

23.2.2 Those persons who with the Customer's consent have access to any Goods are aware of the provisions of this clause.

23.3 The Company during the term of the Service Agreement with the Customer agrees:

23.3.1 Not to use Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth in this Agreement;

23.3.2 To use its reasonable endeavours to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than its employees having a need for disclosure in connection with the Company's authorised use of the Confidential Information;

23.3.3 To take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorised persons;

23.3.4 Confidential Information shall not be deemed proprietary and the Company shall have no obligation with respect to such information where the information:

(i) was known to the Company prior to receiving any of the

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Confidential Information from the Customer;
(ii) has become publicly known through no wrongful act of the Company;
(iii) was received by the Company without breach of any Service Agreement from a third party without restriction as to the use and disclosure of the information;
(iv) was independently developed by the Company without use of the Confidential Information; or
(v) was ordered to be publicly released by the requirement of a government agency.

23.3.5 That all Confidential Information shall remain the property of the Customer, and that the Customer may use such Confidential Information for any purpose without obligation to Company.

23.3.6 Nothing contained herein shall be construed as granting or implying any transfer of rights to the Company in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information;

23.3.7 Confidentiality will end when the Service Agreement ends, however the obligations of Confidentiality Agreement shall be continuing until the Confidential Information disclosed to the Company is no longer confidential.

23.4 Each party shall comply with applicable UK GDPR and Data Protection legislation. Where the Company processes personal data on behalf of the Client, such processing shall be undertaken solely for the purpose of delivering the Services and in accordance with applicable data protection laws. The Company shall implement reasonable technical and organisational measures appropriate to the nature of the Services provided.

23.5 The Client acknowledges and agrees that the Company may utilise carefully selected third-party suppliers, contractors, subprocessors, consultants, hosting providers, software vendors, telecommunications providers and technical partners in connection with the delivery of the Services. Where such third parties may have access to Client systems, infrastructure, environments or personal data, the Company shall take reasonable steps to ensure such parties are subject to appropriate confidentiality obligations, data protection obligations and security measures appropriate to the nature of the Services being provided. The Company shall remain responsible for the acts and omissions of its subcontractors and subprocessors to the extent required by applicable law, subject always to the limitations and exclusions of liability contained within this Agreement.

24. Substitution and modification

Amazing Support reserves the right to at their reasonable discretion to make improvements, substitutions and modifications in the specification of any item or items of Equipment, Hardware or Software provided that such improvements, substitutions or modifications will not materially affect the performance of such Equipment and Software. Any such improvements, substitutions and modifications may be reasonably declined by the client. However if modifications and the like as detailed herein are not permitted by the client then Amazing support will not be liable for any damage howsoever arising, caused to the systems/hardware/software/equipment by the client not accepting the proposed modifications and the like. If the Client declines recommended modifications, upgrades, remediation work or security recommendations proposed by Amazing Support, the Company shall not be liable for losses, failures, security incidents or degradation directly resulting from the Client's decision not to implement such recommendations.

25. Communications equipment

If the Contract includes the supply or use of data communications equipment the Customer will obtain and produce to Amazing Support any agreement required by the supplier of communication services to the Customer ("the Service") in regard to the connection of data communications equipment with apparatus belonging to the Service. The Customer will indemnify Amazing Support against any breach of the Service regulations.

26. Warranty

Except as otherwise expressly stated herein Amazing Support's sole warranty in respect of the Equipment or Hardware comprised in any Contract is that on its installation it will perform in accordance with the manufacturer's specifications for such Equipment and Hardware published at the date of the execution of the Contract. In respect of the Software or Updates comprised in any Contract the sole warranty is that such

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Software and Updates will perform in accordance with the specification published by the manufacturer and that such Software and Updates are compatible with the Equipment and Hardware (if any) comprised in such Contract.

27. Maintenance service

27.1 Subject to the payment of a Maintenance Service Charge and to the provisions of any Maintenance Agreement made between Amazing Support and the Customer the Maintenance Service comprises but is not limited to, regular maintenance of network infrastructure, network equipment, wireless access points, routers, switches, firewalls, workstations, servers, web servers, web sites, web content, digital marketing services:

27.1.1 the repair of all mechanical and electronics failures in the Equipment or Hardware in accordance with the manufacturer's standards and general working practice which occur notwithstanding that the Equipment and Hardware is used in a normal and proper manner ("Remedial Maintenance").

27.1.2 the carrying out of preventative maintenance to the Equipment and Hardware at the intervals as set out in a quotation, contract or invoice ("Preventative Maintenance").

27.1.3 the carrying out of modifications and changes remotely which Amazing Support may from time to time consider necessary.

27.1.4 the carrying out of modifications and changes remotely which the Customer may from time to time consider necessary and require Amazing Support to complete at the intervals as set out in a quotation, contract or invoice. Where modifications and scheduled changes are required clause 6 also applies.

27.1.5 the supply of all replacement parts where a cost may be applicable to replace hardware and warranties.

27.2 Amazing Support will carry out its obligations in respect of the Maintenance Service during the hours of 9am to 5.30pm GMT (Monday to Friday inclusive but excluding Public and Bank holidays) by way of remote access. If any maintenance is required to be carried out on-site a £85 plus VAT per hour charge may be levied at the discretion of Amazing Support. Amazing Support engineers at the Location at 5.30pm GMT may at their discretion and with the Customers agreement stay later to finish work in hand.

27.3 In the case of Remedial Maintenance the fault must be reported by the Customer specifying the equipment which has failed (including the manufacturer model and model number), the nature of the problem and any other symptom of the problem. When it is necessary to attend the customer's location, Amazing Support's engineer will respond or a third party hardware vendor will respond if the equipment is under a valid warranty.

27.3.1 If a third party hardware vendor has been requested to the customer's location in order to repair equipment under a valid third party warranty, if after the third party hardware vendor has repaired the warranted equipment and there is additional work required to get the affected equipment and software systems up and running to a standard day-to-day working condition, additional on-site charges at the customer's contracted rate plus any further hardware costs will apply.

27.4 Amazing Support's obligations under sub-clause 27.1 do not extend to:

27.4.1 the replacement or repair of:

- (i) ribbons, toners, cartridges, magnetic cards, punch cards, punch tapes, cassettes, diskettes disc cartridges, CRT and LCD components
- (ii) magnetic read/write heads where discs of a type which require cleaning have not been cleaned professionally within 6 months prior to such head replacement or where damage to the read/write heads has been caused by the users discs having been subjected to shock damage or distortion,
- (iii) panels and cabinets affected by wear and tear,
- (iv) mains supply and clean line installation,
- (v) regulators,
- (vi) any consumable item,
- (vii) equipment declared obsolete by manufacturer and/or for which spare

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- parts are no longer available,
- (viii) monitors with reduced display clarity due to age,
- (ix) monitors with reduced display capacity due to incompatibility with modern software or hardware.

27.4.2 the rectification of failure resulting from:

- (i) misuse of the Equipment, deliberate or accidental damage to the Equipment or from an Act of God,
- (ii) the Customer not complying with reasonable recommendations made by Amazing Support,
- (iii) failure of the Customer's electricity supply to conform to the Electricity supplier's specification for mains supply,
- (iv) failure by the Customer to maintain the environmental conditions specified by Amazing Support,
- (v) failure by the Customer to store stationery and magnetic media in accordance with Amazing Support's instructions given from time to time,
- (vi) failure by the Customer to keep the Equipment in the position in which it was installed,
- (vii) the use of any of the Equipment in conjunction with any other equipment or supplies not the subject of this contract unless such use of other equipment or supplies has previously been approved in writing by Amazing Support,
- (viii) the modification or repair of any of the Equipment which has not been carried out by or with the approval of Amazing Support,
- (ix) electrostatic discharge through any Equipment arising in whole or in part from fabrics and materials of the premises,
- (x) the use of any equipment other than in accordance with the manufacturer's instruction.

27.5 If the Customer requires other services in addition to the Maintenance Service or additional services in order to complete the Maintenance Service, Amazing Support will use its reasonable endeavours to provide such services and will charge the Customer on a time and materials basis in accordance with Amazing Support's current charging rates and price lists.

27.6 Any items loaned by Amazing Support to the Customer remain the property of Amazing Support. Any items removed from the Equipment or Hardware after a replacement part has been provided become the property of Amazing Support. Any item supplied as a replacement part during the course of a repair become the property of the Customer.

27.7 The Customer will provide Amazing Support with details of all manufacturers' warranties given in respect of the Equipment or Hardware and any Equipment or Hardware which fails during a warranty period will be repaired in accordance with the Terms and Conditions of the warranty.

27.8 If the Customer does not use the Maintenance Service at the intervals as set out in a quotation, regular contract or regular invoice, the Maintenance Service Fee as specified in a quotation, contract or invoice is not refundable or transferable.

27.9 A reasonable usage applies to the Maintenance Service and is at the discretion of Amazing Support. Should an unreasonable number of maintenance requests be received or misuse of maintenance requests be determined within a month period, the standard hourly fee or agreed project fees may be charged to cover these extra duties and work involved. A contract review will also be arranged to discuss altering your monthly contract amount to factor in an increased maintenance requirement.

28. Force majeure

Amazing Support shall be relieved from liability under any Contract if and to the extent that it may become unable to carry out all or any of its obligations as a result of any event or matter beyond its reasonable control which occurs after the date of such Contract and which was not reasonably to be foreseen as likely to occur

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during the anticipated period for the performance of such Contract and/or if and to the extent that the performance of all Amazing Support's obligations becomes materially more expensive or onerous as the result of any such event or matter. Where there is any shortage of Goods materials energy or labour Amazing Support will endeavour to allocate available resources fairly between one Customer and another. Amazing Support's decision as to any such allocation shall be final and in so far as such allocation results in a shortfall or delay in the supply of Goods or Services such shortfall or delay shall be deemed to arise from matters beyond the control of Amazing Support and Amazing Support shall be relieved from liability accordingly.

29. Liability

Nothing in this Agreement shall exclude or limit liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability which cannot lawfully be excluded or limited.

Subject to the above, the Company's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the greater of:

- a) £1,000,000; or
- b) 125% of the total fees paid by the Client during the twelve (12) months immediately preceding the event giving rise to the claim.

The Company shall not be liable for indirect or consequential loss, loss of profit, loss of revenue, loss of goodwill, loss of anticipated savings, loss of business opportunity, business interruption, reputational damage or data reconstruction costs.

The Company shall not be liable to the extent losses arise from:

- a) unsupported systems,
- b) unmanaged devices,
- c) declined recommendations,
- d) phishing,
- e) ransomware,
- f) social engineering,
- g) third-party supplier failure,
- h) internet outages,
- i) cloud outages,
- j) customer negligence,
- k) customer non-compliance,
- l) cybersecurity events outside the Company's reasonable control.

The Company shall maintain reasonable Professional Indemnity, Cyber Liability and Public Liability insurance appropriate for the Services provided. The Company maintains Professional Indemnity insurance with a limit of indemnity of £5,000,000.

30. Miscellaneous

30.1 Any notice given under any Contract by either party to the other must be in writing and may be effected by electronic email, recorded delivery post and shall in the case of fax be deemed to be received on the same date as it was sent and if sent by recorded delivery post within 48 hours after the date of posting. Notices sent by post shall be sent to the addresses of the parties as set out above or if a substitute address is notified in writing to the other for such purpose after the date of this Contract then to such substituted address and all notices shall be marked for the attention of "The Chief Operating Officer". The Customer shall not make or seek to make any offer of employment or of consultancy work to any person who is for the time being an employee or contractor of Amazing Support or otherwise encourage such person to become their employee or contractor. All unwanted or replaced components removed from the Location by Amazing Support prior to or upon the Termination Date subject to the Customer's consent shall thereafter be deemed to belong to Amazing Support and Amazing Support shall be deemed to hold good title thereto.

30.2 Amazing Support reserves the right to vary these Standard Terms and Conditions upon not less than thirty (30) days written notice to the Client, except where an immediate amendment is reasonably required for legal, regulatory, cybersecurity, supplier or compliance reasons. The Customer is entitled to reject any such variation

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which rejection must be in writing and served within 7 days of the original notice. If no rejection is received the Customer shall be conclusively deemed for all purposes to have accepted such variation. In the event of any conflict between these conditions and any Software Licence/Support Agreement entered into between the Customer, Amazing Support and/or the supplier/manufacturer of the Software the terms of the Software Support/Licence Agreement shall prevail.

30.3 In the event of conflict between:

- a) a signed Contract, Proposal, Statement of Work or Quotation;
- b) these Standard Terms and Conditions;
- c) supplier terms applicable to third-party services;

the order of precedence shall apply in the above order unless expressly agreed otherwise in writing.

30.4 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

30.5 This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, representations and agreements relating to its subject matter.

30.6 If any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it enforceable and the remaining provisions of this Agreement shall remain in full force and effect.

31. Termination

Subject to clause 5 but without prejudice to any other provisions of the Contract, the Contract may be terminated forthwith by either party if the other party is in fundamental breach of the Contract and fails to remedy such breach within 14 days by either party giving notice in writing to the other as specified in the Miscellaneous section.

31.1 If a monthly support contract is signed between the company and the client, either party may terminate the Agreement by providing not less than three (3) months written notice prior to the contract renewal date. Clause 31.5 will apply on expiry of the contract.

31.2 If an annual support contract is signed between the company and the client, either party may terminate the Agreement by providing not less than three (3) months written notice prior to the contract renewal date. Clause 31.5 will apply on expiry of the contract.

31.3 If a quarterly support contract is signed between the company and the client, then as per 31.1 and 31.2 above, either party may terminate the Agreement by providing not less than three (3) months written notice prior to the contract renewal date. Clause 31.5 will apply on expiry of the contract.

31.4 If any monthly contract services are paid annually in advance, either party may terminate the Agreement by providing not less than three (3) months written notice prior to the contract renewal date. Clause 31.5 will apply on expiry of the contract.

31.5 Unless otherwise stated in Clause 1, if an existing contract reaches the end date before a new contract has been created and signed, unless otherwise agreed with you in writing, an existing contract will automatically renew for a further 12 months on the same pricing schedule or most recent invoice (whichever is the more recent and accurate) on the expiry date of the existing contract and a three month's notice period shall apply to each party to cancel the renewed contract but notice can only be given three months before the renewed contract end date. This automatic renewal reoccurs on each 12 month anniversary until the contract is terminated by either party by giving three months notice but notice can only be given three months before the renewed contract end date.

31.6 Once a new contract has been signed, the newly signed contract shall supersede the automatic renewed 12 months contract, with contract and termination periods and automatic 12 month anniversary renewal as specified in the new contract. Clause 31.5 will then apply to the new contract. Amazing Support will be entitled to

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terminate any Contract it has with the Customer (without prejudice to any claims which it may have in respect of such Contract) if the Customer is in breach of any other agreement with Amazing Support and has failed to remedy such breach in accordance with the terms of that Contract or if the Customer shall have a receiver appointed of the whole or any part of its assets or if a petition is presented an order is made or a resolution is passed for the winding up of the Customer (otherwise than for the purpose of reconstruction and amalgamation) or if the Customer shall convene a meeting of and propose or enter into any agreement with its creditors.

31.7 If you want to early terminate the Contract or any service(s) after the date of the Signed Service Contract prior to the end date of the Contract you must give us a minimum 30 days notice in writing and we will levy a cancellation charge calculated in accordance with the following:-

- a) The number of months remaining of the Contract multiplied by the monthly charge of the Contract or the monthly charge of each service to be cancelled; and
- (b) The appropriate third party notice period charges for each service and any applicable third party cease charges for each service; and
- (c) Repayment of any discount or other benefit you may have received which was based on a minimum contract term commitment and the contract end date.

31.7.1 Should you fail to pay the early termination cancellation charges within 10 days by Direct Debit (or 5 days for non-direct debit payment) of the date of the cancellation charge invoice we reserve the right to suspend all your Services.

31.7.2 If you have paid any charge in respect of a service for a period after your Contract has ended in respect of that service, we will either repay it or off-set towards any money you owe us.

31.7.3 You must pay all Contract charges for the services until the date on which we stop providing the services to you and any applicable notice period.

31.7.4 We also have the right to terminate this Agreement or any of the services immediately on notice to you in accordance with Clause 31 and in these circumstances the minimum early termination 30 day notice period will not apply.

32. Assignment

The Client may not assign, transfer, novate, subcontract or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign, transfer, novate, subcontract or otherwise deal with any of its rights and obligations under this Agreement to any group company, successor business, purchaser of assets, subcontractor or service provider involved in delivering the Services, provided such arrangement does not materially reduce the overall level of service provided to the Client.

33. Complaints

If at any time you feel dissatisfied with the service please contact our Complaints Officer by email at manager@amazingsupport.co.uk or call 0203 728 2555. All complaints will be replied to within 5 working days.

34. Communication

As part of our customer services, we will add you to our email marketing lists for client communication which helps us keep you updated with our products, services, general company changes, price changes and revised charges and critical service updates. If you do not wish to be added to any email marketing list you may unsubscribe using the unsubscribe link in the first VIP Client Newsletter email that you will receive. We will also post various updates relating to our services, terms, products, availability, support and opening hours to ensure that you are frequently communicated with, alerted and updated. Please ensure that you look at these messages regularly at either <http://www.amazingsupport.co.uk/blog> or at <https://twitter.com/AmazingSupport>. We strongly recommend that you check our Standard Terms and Conditions regularly for any updates or changes. If you need to obtain an up-to-date copy please contact us on 0203 728 2555 or visit www.amazingsupport.co.uk/standard-terms.

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35. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, representations and agreements relating to its subject matter. Each party acknowledges that it has not relied upon any statement, representation or warranty not expressly set out in this Agreement.

36. Governing Law and Jurisdiction

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

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Amazing Support is the trading name of Cobra Systems UK Ltd. Registered in England & Wales, Company No 06110416

GDPR: DATA PRIVACY NOTICE FOR CLIENTS AND SUPPLIERS

Cobra Systems UK Ltd t/a Amazing Support ("We") are committed to protecting and respecting your privacy. This policy (together with our terms of use <https://www.amazingsupport.co.uk/terms-of-use/> and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

The rules on processing of personal data are set out in the General Data Protection Regulation (the "GDPR").

1. Definitions

Data controller - A controller determines the purposes and means of processing personal data.

Data processor - A processor is responsible for processing personal data on behalf of a controller.

Data subject – Natural person

Categories of data: Personal data and special categories of personal data

Personal data - The GDPR applies to 'personal data' meaning any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier (as explained in Article 6 of GDPR). For example name, passport number, home address or private email address. Online identifiers include IP addresses and cookies.

Special categories personal data - The GDPR refers to sensitive personal data as 'special categories of personal data' (as explained in Article 9 of GDPR). The special categories specifically include genetic data, and biometric data where processed to uniquely identify an individual. Other examples include racial and ethnic origin, sexual orientation, health data, trade union membership, political opinions, religious or philosophical beliefs.

Processing - means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Third party - means a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data.

2. Who are we?

Cobra Systems UK Ltd t/a Amazing Support is the data controller. This means we decide how your personal data is processed and for what purposes. Our contact details are: Unit 15, The Hub, Elstree Aerodrome, Hogg Lane, Elstree, Hertfordshire WD6 3AW, 0203 728 2555, directors@amazingsupport.co.uk. For all data matters contact our Data Representative, David Share, on 0203 728 2555, david@amazingsupport.co.uk, Units 6 & 15, The Hub, Elstree Aerodrome, Hogg Lane, Elstree, Hertfordshire WD6 3AW.

3. The purpose(s) of processing your personal data

We use your personal data for the following purposes:

Providing you with Managed IT Support Services, to include, but not limited to, IT Support, IT/Cyber Security, Cloud Solutions and IT Consultancy. This includes our daily communication with you and all relevant third party suppliers through telephone, email, cloud platforms, together with quoting and invoicing purposes.

4. The categories of personal data concerned

With reference to the categories of personal data described in the definitions section, we process the following categories of your data:

- Personal data: business names/contact names/telephone numbers/postal addresses/email addresses/IP addresses/computer equipment asset information

We have obtained your personal data from our client/supplier relationship with you, as part of our Managed IT Support and Services contract that you and we have signed.

5. What is our legal basis for processing your personal data?

a) Personal data (article 6 of GDPR)

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Our lawful basis for processing your general personal data:

<input type="checkbox"/> Consent of the data subject;	
<input checked="" type="checkbox"/> Processing necessary for the performance of a contract with the data subject or to take steps to enter into a contract	MANAGED IT SUPPORT AND SERVICES CONTRACT
<input type="checkbox"/> Processing necessary for compliance with a legal obligation	
<input type="checkbox"/> Processing necessary to protect the vital interests of a data subject or another person	
<input type="checkbox"/> Processing necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller	
<input type="checkbox"/> Processing necessary for the purposes of the legitimate interests of the data controller or a third party, except where such interests are overridden by the interests or fundamental rights or freedoms of the data subject	

More information on lawful processing can be found on the [ICO website](#).

6. Data Processing Addendum

Where Amazing Support processes personal data on behalf of the Client in the course of providing managed IT support, cloud, cybersecurity, backup, monitoring, hosted or consultancy services, the Client shall be the Controller and Amazing Support shall be the Processor for the purposes of UK GDPR and the Data Protection Act 2018.

Amazing Support shall process such personal data only on documented instructions from the Client, unless required by law.

Amazing Support shall implement appropriate technical and organisational measures to protect personal data. Amazing Support may use approved subcontractors, cloud providers, monitoring platforms, backup providers, hosting providers, Microsoft services and other technology suppliers as reasonably required to provide the Services.

Amazing Support shall notify the Client without undue delay after becoming aware of a confirmed personal data breach affecting Client personal data.

Upon termination, Amazing Support shall delete or return Client personal data where reasonably possible and legally permissible, subject to supplier limitations, backup retention periods and legal obligations.

7. Sharing your personal data

Your personal data will be treated as strictly confidential, and will be shared only with IT-related third party suppliers in relation to your contract.

8. How long do we keep your personal data?

We keep your personal data for no longer than reasonably necessary for a period of 7 years if you remain a contractual client in order to provide you with our Managed IT Support and Services and also to protect both you and us from any legal claims and deal with any complaints. If however you are no longer a contractual client, we will delete all personal data once the contract ends.

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9. Providing us with your personal data

We require your personal data as it is a requirement necessary to enter into a contract.

10. Your rights and your personal data

Unless subject to an exemption under the GDPR, you have the following rights with respect to your personal data:

- The right to request a copy of the personal data which we hold about you;
- The right to request that we correct any personal data if it is found to be inaccurate or out of date;
- The right to request your personal data is erased where it is no longer necessary to retain such data;
- The right to request that we provide you with your personal data and where possible, to transmit that data directly to another data controller, (known as the right to data portability), (where applicable i.e. where the processing is based on consent or is necessary for the performance of a contract with the data subject and where the data controller processes the data by automated means);
- The right, where there is a dispute in relation to the accuracy or processing of your personal data, to request a restriction is placed on further processing;
- The right to object to the processing of personal data, (where applicable i.e. where processing is based on legitimate interests (or the performance of a task in the public interest/exercise of official authority); direct marketing and processing for the purposes of scientific/historical research and statistics).

11. Transfer of Data Abroad

We transfer personal data outside the EEA and to the United States. We also store our company and client documentation in the Dropbox for Business cloud platform and Microsoft Office 365 cloud platform. We also use PSA/RMM/Accounting/Data Backup/Customer Support cloud platforms that contain personal data. We have enabled where possible two-factor authentication to increase security on all platform accounts, only authorised monitored devices and regularly reviewed accounts can access these platforms, only authorised employees and approved sub-contractors have access to the necessary data as part of the duties required to perform the contract of services. For more information on Dropbox's GDPR compliance visit their website and download their GDPR whitepaper at: <https://blogs.dropbox.com/business/2018/02/gdpr-privacy-data-protection-whitepaper>

12. Automated Decision Making

We do not use any form of automated decision making in our business.

13. Further processing

If we wish to use your personal data for a new purpose, not covered by this Data Privacy Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions.

14. Changes to our privacy policy

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

15. How to make a complaint

To exercise all relevant rights, queries or complaints please in the first instance contact our Data Representative, David Share, on 0203 728 2555, david@amazingsupport.co.uk, Unit 15, The Hub, Elstree Aerodrome, Hogg Lane, Elstree, Hertfordshire WD6 3AW. If this does not resolve your complaint to your satisfaction, you have the right to lodge a complaint with the [Information Commissioners Office](https://ico.org.uk/global/contact-us/email/) on 03031231113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, England.

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Master Services Agreement (MSA)
Cobra Systems UK Ltd t/a Amazing Support

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Amazing Support is the trading name of Cobra Systems UK Ltd. Registered in England & Wales, Company No 06110416

1. Definitions

- Business Hours means Monday to Friday 9:00am–5:30pm GMT excluding public holidays.
- Client means the customer purchasing services from the Company.
- Supported Systems means approved hardware/software supported by the Company.

2. Provision of Services

- The Company shall provide services using reasonable skill and care in accordance with accepted industry standards.
- Services may be delivered remotely, on-site or through approved subcontractors and cloud providers.

3. Support Services

- Support requests shall be logged through the Company helpdesk platform.
- Remote support shall be logged in 6-minute increments.
- On-site support may be subject to minimum attendance periods and travel costs.

4. Out of Hours Support

- Out-of-hours support shall be provided subject to engineer availability unless otherwise agreed in writing.
- Enhanced rates and call-out charges may apply.

5. Consultancy & Projects

- Projects and consultancy services shall be charged at agreed hourly, daily or fixed-fee rates.
- Client-caused delays or changes in scope may affect timelines and pricing.

6. Change Requests

- All material change requests should be approved by authorised Client contacts.
- Emergency changes requested by the Client may impact system stability and SLA applicability.

7. Procurement & Onboarding Assumptions

- The Company's recommendations are based on information reasonably available during onboarding and discovery.
- The Company shall not be responsible for undocumented infrastructure, hidden technical debt or inherited configuration issues not reasonably discoverable during onboarding.
- Legacy or inherited environments may require remediation projects before full SLA applicability can commence.

8. Client Responsibilities

- The Client shall maintain valid licensing, warranties and internet connectivity.
- The Client shall ensure only authorised personnel request or approve system changes.
- The Client shall maintain suitable cyber insurance where appropriate.

9. Monitoring & Remote Management

- The Company may install monitoring and remote management tooling on supported systems.
- Monitoring services rely upon third-party platforms and internet connectivity.

10. Cyber Security

- The Client shall implement MFA, endpoint protection and security recommendations where advised.
- The Company shall not be liable for compromise caused by phishing, weak passwords, unsupported systems, unmanaged devices or declined recommendations.
- The Client shall notify the Company promptly upon becoming aware of any suspected cybersecurity incident affecting systems under management.

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11. Backup & Disaster Recovery

- Backup monitoring confirms reported backup completion status only unless restoration testing services are separately contracted.
- The Client remains responsible for determining adequacy of backup retention and disaster recovery arrangements.

12. Hosted & Cloud Services

- Hosted services rely upon third-party infrastructure providers including Microsoft and cloud vendors.
- Third-party outages and supplier failures shall not constitute breach by the Company.

13. Microsoft 365 & Cloud Platforms

- Microsoft licensing, pricing and service availability remain controlled by Microsoft.

14. VoIP & Telephony

- VoIP services depend upon internet connectivity and third-party carriers.
- Emergency calling availability may be affected during outages.

15. Supported Systems

- The Company may refuse support for unsupported or end-of-life systems.
- Support for non-standard systems may be provided on a reasonable endeavours basis only.

16. Data Protection & GDPR

- For UK GDPR purposes, the Client acts as Controller and the Company acts as Processor.
- The Company shall implement reasonable technical and organisational security measures.
- The Company may utilise approved subprocessors and cloud providers.
- The Company shall notify the Client without undue delay following confirmed personal data breaches.
- Each party shall comply with applicable UK GDPR and Data Protection legislation. Where the Company processes personal data on behalf of the Client, such processing shall be undertaken solely for the purpose of delivering the Services and in accordance with applicable data protection laws.

17. Confidentiality

- Both parties shall keep confidential information confidential except where legally required.

18. AI & Automation Services

- AI-generated outputs and automations may contain inaccuracies and require human review.
- The Client remains responsible for validating AI-assisted outputs before reliance or implementation.
- The Company does not warrant uninterrupted or error-free operation of AI tooling.

19. Intellectual Property

- All Company-created scripts, automations, templates, workflows and methodologies remain Company intellectual property.

20. SLA Clarification

- SLA response times relate to acknowledgement and commencement of investigation only.
- Resolution times depend upon issue complexity, supplier dependencies and Client cooperation.

21. Charges & Payment

- Invoices are payable within agreed payment terms.
- Annual pricing reviews may be applied in line with inflation and supplier costs.

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22. Insurance

- The Company shall maintain commercially reasonable levels of Professional Indemnity, Public Liability and Employers' Liability insurance.
- The Company maintains Professional Indemnity cover of £5,000,000. The Client acknowledges that the Company maintains Professional Indemnity insurance with a limit of indemnity of £5,000,000.
- The existence of insurance shall not increase or override the contractual limitation of liability set out in this Agreement.

23. Term & Renewal

- Unless otherwise stated within a signed Contract, Proposal, Quotation or Statement of Work, all recurring Services supplied by the Company shall commence on the agreed service commencement date and continue for the agreed Initial Term.
- Upon expiry of the Initial Term, the Services shall automatically renew for successive renewal periods equal to the Initial Term (or twelve (12) months where no Initial Term is expressly stated) unless either party provides written notice of termination not less than ninety (90) days prior to the expiry of the current term.
- Notice of termination must be provided in writing by an authorised representative of either party.
- Where Services include third-party software, cloud, hosted, telecommunications, licensing, backup, cybersecurity or supplier-backed services, renewal shall remain subject to applicable supplier minimum terms, notice periods and third-party conditions.
- The Company reserves the right to review and amend pricing upon renewal in accordance with this Agreement.
- Continued use of the Services following renewal shall constitute acceptance of the renewed term and applicable pricing.

24. Limitation of Liability

- Nothing in this Agreement shall exclude or limit liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability which cannot lawfully be excluded or limited.
- Subject to the above, the Company's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the greater of:
 - a) £1,000,000; or
 - b) 125% of the total fees paid by the Client to the Company during the twelve (12) months immediately preceding the event giving rise to the claim.
- The Company shall not be liable for indirect or consequential loss, loss of profit, loss of revenue, loss of goodwill, loss of anticipated savings, loss of business opportunity, business interruption, data reconstruction costs or losses caused by unsupported systems, unmanaged devices, declined recommendations, third-party supplier failure, phishing, ransomware, social engineering or cyber incidents outside the Company's reasonable control.
- The Client shall notify the Company promptly upon becoming aware of any suspected cybersecurity incident affecting systems under management.
- The Company maintains Professional Indemnity insurance with a limit of indemnity of £5,000,000.

25. Force Majeure

- Neither party shall be liable for delay or failure to perform its obligations to the extent caused by circumstances beyond its reasonable control, including internet outages, telecommunications failures, cyberattacks, ransomware events, cloud provider outages, Microsoft outages, supplier failures, power failures, labour disputes, acts of God, war, terrorism, government action, regulatory changes or supply chain disruption.

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26. Suspension & Termination

- The Company may suspend services for unpaid invoices, cybersecurity risks or unlawful activity.

27. Exit Assistance

- Following termination or expiry, the Company may provide reasonable transition, handover, export or migration assistance at its prevailing consultancy rates. Such assistance shall be subject to payment of all outstanding sums, supplier limitations, licensing restrictions, third-party platform rules and reasonable scheduling availability.
- Exit assistance and handover services may be provided at prevailing consultancy rates.
- Data exports may be subject to supplier limitations and licensing dependencies.

28. Subcontracting & Assignment

- The Company may utilise subcontractors and cloud providers in delivery of Services.

29. Contract Hierarchy

- In the event of any inconsistency or conflict between the documents forming part of the agreement between the parties, the following order of precedence shall apply:
 1. Signed Contract, Proposal, Quotation or Statement of Work;
 2. Master Services Agreement (MSA);
 3. Standard Terms and Conditions;
 4. Service Level Agreement (SLA);
 5. Any Service Schedules or Appendices;
 6. Any applicable third-party supplier terms.
- To the extent of any conflict or inconsistency, the higher-ranking document shall prevail. The order of precedence shall apply in the above order unless expressly agreed otherwise in writing. Notwithstanding the above, the liability, limitation of liability, cybersecurity, data protection, AI governance, insurance and force majeure provisions contained within the MSA shall prevail over any inconsistent wording contained elsewhere in these terms.

30. Entire Agreement

- This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, representations, understandings and agreements relating to its subject matter. Each party acknowledges that it has not relied upon any statement, representation or warranty not expressly set out in this Agreement.

31. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of England & Wales and the courts of England & Wales shall have exclusive jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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32. Schedules & Appendices

Schedule A – SLA Matrix

- P1 Critical – Business-wide outage affecting core operations.
- P2 Major – Significant degradation affecting multiple users.
- P3 Standard – Single-user issue with workaround available.
- P4 Service Request – Informational or scheduled request.

Schedule B – Cybersecurity Standards

- MFA should be enabled where supported.
- Supported systems should remain patched.
- Endpoint protection should remain active.
- Privileged access accounts should be restricted.

Schedule C – Backup & Disaster Recovery

- Immutable backups and recovery testing are recommended for critical systems.
- Recovery testing is excluded unless separately contracted.

Schedule D – Microsoft 365 & Cloud

- Microsoft pricing and platform availability remain controlled by Microsoft.

Schedule E – VoIP Services

- VoIP services depend upon internet connectivity and carrier availability.

Schedule F – Full GDPR Data Processing Addendum

- The Company shall process personal data only on documented instructions.
- The Company shall implement reasonable technical and organisational measures.
- The Company may utilise approved subprocessors and cloud providers.
- International data transfers may occur subject to applicable safeguards.
- The Company shall assist with reasonable data subject requests.
- Upon termination, personal data shall be deleted or returned where legally permissible.

Schedule G – Acceptable Use Policy

- Services must not be used for unlawful or malicious activity.
- Clients must not intentionally disable managed security tooling.

Schedule H – Supported Systems Matrix

- Supported platforms include Microsoft 365, Windows, mainstream networking vendors and approved cloud platforms.

Schedule I – Pricing & Consultancy

- Travel, parking and supplier costs may be charged separately.

Schedule J – Incident Response

- The Company shall use reasonable endeavours to investigate cybersecurity incidents affecting managed systems.

Schedule K – AI Governance & Usage

- AI-generated outputs require human review.
- Clients remain responsible for business decisions based on AI-assisted outputs.
- Confidential data should not be entered into third-party AI platforms unless approved.

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