

Master Managed Services Agreement

TRUSTED COMPUTING LTD

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NOTES

In this document, the following references are used:

- | | |
|--|---|
| a) The Supplier - Trusted Computing Ltd: | <i>(referred to by the terms We, Us, Our)</i> |
| b) The Client being supplied goods and services: | <i>(referred to by the terms You, Yourself, Your)</i> |

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Agreement: means any arrangement between Us and You (whether alone or in conjunction with any other person) for Services and/or the provision of Goods provided by Us under an arrangement in connection with Work agreed to be done or progressed for or on behalf of You or any other person at Your request, including as set out in this Agreement and any corresponding Proposal.

Approved Software: Software that is supported and covered by the Service Specification.

Commercially Reasonable Efforts: the same degree of priority and diligence with which We meet the support needs of Our other similar customers.

Contact list: a current list of Our contacts and telephone numbers to enable You to escalate your Support Requests, including:

- (a) the first person to contact; and
- (b) the persons in successively more qualified or experienced positions to provide the support sought.

Customer Cause: any of the following causes:

- (a) any improper use, misuse or unauthorised alteration of the Services by You;
- (b) any use of the Services by You in a manner inconsistent with the Service Specification or instructions (written or verbal) given by Us;
- (c) the use by You of any hardware or software not approved by Us for use by You in connection with the Services; or
- (d) the use of a non-current version or release of the any software.

Fault: any failure of the Services to operate in all material respects in accordance with the Service Specification.

General Terms and Conditions: Our 'General Terms and Conditions' which can be found at <https://trustedcomputing.ltd/terms-conditions>

Help Desk Support: any support provided by help desk technicians sufficiently qualified and experienced to identify and resolve most support issues, and delivered primarily by remote system access

Higher-level Support: any higher-level support provided by an individual on the Contact List.

Recommended Technology Platform: the list of Software and Hardware found at <https://trustedcomputing.ltd/rtp> and updated by Us from time to time

Out-of-scope Services: any of the following services:

- (a) any services provided by Us in connection with any apparent problem regarding the Services reasonably determined by Us not to have been caused by a Fault, but rather by

a Customer Cause or a cause outside Our control (including any investigational work resulting in such a determination); or

- (b) any Higher-level Support provided in the circumstances specified in paragraph 0.

Rate Schedule: means the schedule of rates, charges, and conditions for the services of Ours as set, and as may be varied, by Us from time to time in Our absolute discretion.

Response Time: Response Time is measured as the difference between the time We are first notified of a New Service Request as per the process outlined in Appendix A and the time that We start providing Service on the Service Request during Service Hours. We do not count any triage, scheduling or dispatch work when calculating Response Times

Services: Services provided by Us to You in accordance with the Service Specification.

Service Credits: the service credits set out in paragraph 6.1.

Service Fees: the recurring costs We charge for delivering Services to You

Service Hours: Our operating hours during which Help Desk Support is available, as set out in Appendix A

Service Levels: the service level responses and response times referred to in the Service Level Table set out in Appendix A.

Service Level Table: the table set out in Appendix A

Service Specification: the specific services, functions, and deliverables (if any) to be provided by Us to You as detailed in Appendix B.

Solution: either of the following outcomes:

- (a) correction of a Fault; or
- (b) a workaround in relation to a Fault (including a reversal of any changes to the Software if deemed appropriate by Us) that is reasonably acceptable to You.

Support Request: a request made by You for support in relation to the Services via the channels set out in Appendix A

Third Parties: other suppliers, service providers, vendors and other third parties contracted with You.

1.2 The following rules of interpretation shall apply:

- (a) terms as defined in the General Terms and Conditions shall have the same meaning when used in this Agreement; and
- (b) rules of interpretation in the General Terms and Conditions shall apply to this Agreement; and
- (c) the Appendices shall form part of this Agreement.

2. SERVICES AND SUPPORT

2.1 We shall provide the Services in accordance with the Service Specification.

2.2 As part of the Services We shall:

- (a) provide Help Desk Support when initiated by You making a Support Request through the channels shown in Appendix A; and
- (b) commit appropriate resources to the provision of Higher-Level Support; and
- (c) where Help Desk Support is not provided within the relevant Service Level response time, and You escalate Your Support Request to an individual of appropriate qualification or experience on the Contact List, provide Higher-Level Support; and
- (d) use Commercially Reasonable Efforts to correct all Faults reported under clause **Error! Reference source not found.**; and
- (e) provide technical support for any software provided by Us as part of the Services in accordance with the Service Levels.

2.3 Any Higher-level Support requested by You and provided by an individual whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request shall be deemed an Out-of-scope Service, provided that an appropriately qualified or experienced individual was available at the time when the Higher-level Support was sought.

2.4 We may reasonably determine that any services are Out-of-scope Services. If We make any such determination, We shall promptly notify You of that determination.

2.5 You acknowledge that We are not required to provide Out-of-scope Services.

3. FEES

3.1 In addition to the Service Fees, We shall be entitled to charge (on a time and materials basis or according to our Rate Schedule) where:

- (a) no fault is found; or
- (b) Out-of-scope Services are required; or
- (c) the cause of the incident that gave rise to the Support Request is one or more of the following:
 - (i) that power has been switched off or disconnected from a socket, device, or external power supply unit; or
 - (ii) that a network cable is disconnected at device, data point, switch or hub including at the communications cabinet; or
 - (iii) that the fault relates to a telephone line and/or broadband circuit unless the telephone line and/or broadband service has been supplied and is currently supported by Us under a Managed Services Agreement; or
 - (iv) that the fault relates to a Wi-Fi router unless that Wi-Fi router has been supplied and is currently supported by Us under a Managed Services Agreement; or
 - (v) We reasonably believe that the fault has been caused (wholly or in part) by damage or interference with equipment or software by You.

4. SUBMITTING SUPPORT REQUESTS

- 4.1 Each Support Request shall include a description of the problem and the start time of the incident.
- 4.2 You shall provide Us with:
- (a) prompt notice of any Faults; and
 - (b) such output and other data, documents, information, assistance and (subject to compliance with all Your security and encryption requirements notified to Us in writing) remote access to Your informational technology systems and infrastructure, as are reasonably necessary to assist Us to reproduce operating conditions similar to those present when You detected the relevant Fault and to respond to the relevant Support Request.
- 4.3 You acknowledge that, to properly assess and resolve Support Requests, it may be necessary to permit Us direct access at the Your premises to Your information technology systems and infrastructure and Your files, equipment, and personnel.
- 4.4 You shall provide such access promptly, provided that We comply with all Your security requirements and other policies and procedures relating to contractors entering and working on Your premises as notified to Us in writing.

5. SERVICE LEVELS

- 5.1 We shall:
- (a) prioritise all Support Requests based on a reasonable assessment of the severity level of the problem reported; and
 - (b) respond to all Support Requests in accordance with the responses and resolution times specified in Appendix A.
- 5.2 We may agree with You to vary the Service Level Response Times and Resolution Times.
- 5.3 We shall give You regular updates of the nature and status of our efforts to correct any fault.
- 5.4 You acknowledge that the achievement of the Service Levels by Us may require the co-ordinated, collaborative effort of Third Parties.
- 5.5 The response times shown in Appendix A shall not apply to the following:
- (a) additions, moves or changes to users, devices, configurations, or network; or
 - (b) issues reported otherwise than in accordance with paragraph 4.2 above; or
 - (c) issues reported outside of Service Hours; or
 - (d) issues caused by Equipment or Software not part of our Recommended Technology Platform; or
 - (e) requests relating to Software that is not Approved Software (see paragraph 5.6 below); or
 - (f) issues that have been caused by You not acting on advice or recommendations given by Us; or

- (g) issues caused by You or third parties modifying any Equipment or Software configuration; or
- (h) issues related to user-initiated virus and malware infections; or
- (i) issues involving the sourcing of Equipment or Software; or
- (j) issues involving Equipment or Software that are not under current warranty or maintenance coverage.

5.6 For the purposes of paragraph 5.5 (d) and (e) above, Approved Software and Minimum Standards are listed in Appendix C:

6. SERVICE CREDITS

- 6.1 If We fail to provide a Solution within the relevant Service Level Resolution Time, You may be eligible for a Service Credit provided that the relevant Fault or other problem:
- (a) did not result (wholly or in part) from a Customer Cause or a cause outside Our control (including, but not limited to, a Force Majeure Event or any delay or failure by a Third Party); and
 - (b) was promptly notified to Us under clause 0.
- 6.2 We shall evaluate all information reasonably available to it and make a good faith determination of whether a Service Credit is owed.
- 6.3 The amount of the Service Credit will be equivalent to a day's Service Fee per each hour or part hour in which We fail to provide a Solution beyond the Service Level Resolution Time.
- 6.4 Service Credits for a month in which We fail to provide a Solution within the relevant Service Level Resolution Time shall under no circumstances exceed the total monthly Service Fee for the for the same period (pro-rated where the billing period is longer than a month).
- 6.5 The provision of a Service Credit shall be the exclusive remedy for a particular Service Level failure. You acknowledge that You have had the opportunity to obtain independent legal advice on the implications of this clause 6.5 and agree to be bound by it.
- 6.6 Service Credits shall be shown as a deduction from the amount due from You to Us in the next invoice then due to be issued under the General Terms and Conditions. We shall not in any circumstances be obliged to pay any money or make any refund to You.

7. DATA BACK-UP SERVICES

- 7.1 Where data back-up services are included, the following shall apply:
- (a) We will provide You with the ability to upload its data from its computer systems and store it on third-party servers for the purpose of offsite backup, and to restore this data if required.
 - (b) We will allocate to You the designated storage quota for the storage of your data.
 - (c) We will safeguard your data during transit and storage.
 - (d) We will store Your data in data centres providing a high level of environmental protection and physical security.

- (e) We will automatically upgrade Your Allocated Storage Quota to ensure that your backups will continue uninterrupted should if the storage limit is reached.
- (f) You agree not to permit any third party to use the data backup service.
- (g) You must not store or transmit any unlawful, threatening, defamatory, offensive, or obscene material that constitutes a criminal offence or other unlawful act under any laws.
- (h) You agree to securely store your service and access details and will not knowingly allow your service and access details, specifically any security codes or passwords, to be viewed or retrieved by any third parties.
- (i) You must promptly report any actual or suspected security breaches to Our Help Desk Support team via the Support telephone number.
- (j) You agree that you are solely responsible for paying in full any costs due to any third party that result from the use of the backup service.

7.2 Whilst We will use Commercially Reasonable Efforts to ensure the security and protection of Your data, no warranties are given that:

- (a) the backup service will be available at all times without interruption; or
- (b) data centres will be free from unauthorised physical or remote access; or
- (c) data stored will be entirely safe from loss or corruption; and
- (d) a full restoration of data is always possible.

7.3 Your attention is also drawn to the limitations on the Supplier's liability in Clause 13 of the General Terms and Conditions.

APPENDIX A | HELP DESK SUPPORT

i) Our Service Hours are based on UK Time:

Monday – Friday 07:00 - 16:00

Our offices are closed at weekends (Saturday / Sunday) and all English Public / Bank Holidays
24/7/365 Out-of-Hours Support Cover – if included in your agreement – is available via the
dedicated support number shown below

ii) Support Requests may be made via:

Telephone : +44 (0)161 823 7300 (Dedicated Support Number)

Email : support@trustedcomputing.ltd

WhatsApp : <https://api.whatsapp.com/send?phone=441612401414>

WebChat : <https://www.trustedcomputing.ltd/support>

**Critical and High Priority Service Requests must be lodged via telephone only
otherwise Our Response Time Guarantee will only be applicable at Our Medium priority
level for these.**

It's important You and Your team follow this process to ensure You are guaranteed to receive
the support at the levels We have promised.

You agree to make sure Your team is aware of any restrictions You have in place regarding
who is authorised to lodge Service Requests, as all requests received by us will be chargeable
and/ or allocated against this Agreement.

iii) Escalation

If you ever need to escalate a Service Request or Issue, you agree to use the following
escalation order to ensure the quickest possible resolution time.

1. Support Team Leader

Name : Michael Nadin Email : michael.nadin@trustedcomputing.ltd

Phone : +44 161 823 7301

2. Managing Director / CEO

Name : Mike Harvey Email : mike.harvey@trustedcomputing.ltd






Phone : +44 7787 255198

Please note that these Escalation Points are not to be used for lodging Service Requests.

If You lodge a Service Request through one of these Escalation Channels, this will be treated as
an "Emergency Upgrade" Service Request and will be charged at the "Emergency Upgrade"
rate found on our Rate Schedule.

iv) Response Times and Priority Levels

The following table shows our maximum times to respond for each priority level, and provides priority level examples:

| PRIORITY | EXAMPLES | Maximum RESPONSE TIMES |
|---|---|------------------------|
|  Critical | Your Main Server is off-line and all users are unable to work. | 1 Hour |
| | A business-critical system has crashed, and users are unable to access the system | |
| | A VPN link between offices is offline causing one office to be unable to work. | |
|  High | Your Internet Connection is offline, users can still work locally | 2 Hours |
| | Your CEO's computer has stopped working | |
| | Your main Accounting Software has stopped working | |
|  Medium | A user's desktop won't turn on so they can't work | 4 Hours |
| | One of the main printers is not working, but users can print to another one | |
| | A user is having problems connecting to the network | |
|  Low | Printing is slower than normal | 8 Hours |
| | A single user is unable to scan | |
| | A user needs a program installed on their PC | |
|  No Priority | Pro-Active maintenance of systems | N/A |

v) Response Time Exclusions

The maximum response times shown do not apply to:

- ⇒ Additions, moves or changes to users, devices, configurations, or network
- ⇒ Issues lodged in any other manner than specified in this Agreement and Our *General Terms and Conditions*
- ⇒ Issues lodged outside Our Business Hours
- ⇒ Items caused by Hardware or Software not meeting Our Minimum Standards
- ⇒ Service Requests related to Software not on Our Approved Software List (see Appendix C)
- ⇒ Service Requests for issues that have been caused by You not acting on advice or recommendations given by Us
- ⇒ Service Requests for Issues caused by You or third parties modifying any Hardware or Software Configuration
- ⇒ Service Requests for issues related to user-initiated Virus and Malware Infections
- ⇒ Service Requests for Issues involving the sourcing of hardware/software
- ⇒ Service Requests for Hardware and Software issues of items that are not under current warranty or maintenance coverage

APPENDIX B | SERVICE SPECIFICATION

i) Agreement Inclusion List:

| DESCRIPTION | FREQUENCY | INCLUDED |
|--|-----------|----------|
| → CONSULTING | | |
| Quarterly Business Review (QBR) | Quarterly | YES |
| → DESKTOP, LAPTOPS AND SERVERS | | |
| Setup New Profiles on Desktops and Laptops | As Needed | YES |
| Add / Edit / Delete User Accounts | As Needed | YES |
| Forgotten Password Resets | As Needed | YES |
| Archive Old User Accounts (Backup Email & Files) | As Needed | YES |
| Setup & Maintain Security Groups | As Needed | YES |
| Setup & Maintain Network Drives | As Needed | YES |
| Restore Files from Backups ⁽¹⁾ | As Needed | YES |
| Troubleshoot Operating System Not Working | As Needed | YES |
| Troubleshoot Microsoft Office Not Working | As Needed | YES |
| Troubleshoot Anti-Virus Not Working | As Needed | YES |
| Reboot Servers | As Needed | YES |
| Troubleshoot Hardware Issues ⁽³⁾ | As Needed | YES |
| Hard Drive Clean-up (Remove Temp & Unnecessary Files) | As Needed | YES |
| Warranty Claim Processing ⁽³⁾ | As Needed | YES |
| Microsoft Patch Management (Service Packs & Updates) | Daily | YES |
| Update Approved 3 rd Party Applications (Adobe Reader, Chrome, Firefox, Java) | Daily | YES |
| Monitor all Critical Server and Computer Services and Fix | 24x7x365 | YES |
| Monitor Anti-Virus Running & Protection Enabled | 24x7x365 | YES |
| Monitor Anti-Virus Definitions +Updating Correctly | 24x7x365 | YES |
| Monitor Anti-Malware Running & Protection Enabled | 24x7x365 | YES |
| Monitor Anti-Malware Definitions Updating Correctly | 24x7x365 | YES |

| | | |
|---|-----------|-----|
| Monitor Hard Disk Health + Space & Defrag if Necessary | 24x7x365 | YES |
| Monitor High CPU Usage | 24x7x365 | YES |
| Monitor Security and Event Logs | 24x7x365 | YES |
| Roll out our Best Practise Security Policies | On-Going | YES |
| → BACKUPS AND DISASTER RECOVERY | | |
| Monitor Server and Computer Backups ⁽¹⁾ | 24x7x365 | YES |
| Troubleshoot Server and Computer Backup Failures ⁽¹⁾ | As Needed | YES |
| Monitor Office365 Backups ⁽¹⁾ | 24x7x365 | YES |
| Troubleshoot Office365 Backup Failures ⁽¹⁾ | As Needed | YES |
| Manual Test Restore & Report of All Approved Backups ⁽¹⁾ | Monthly | YES |
| → PRINTERS | | |
| Clear & Reset Printer Queues | As Needed | YES |
| Troubleshoot Printer Issues | As Needed | YES |
| Add / Edit / Delete Printer Mapping Group Policies | As Needed | YES |
| Add / Edit / Delete Printer Drivers for Existing Printers | As Needed | YES |
| Troubleshoot Printer Hardware Issues ⁽³⁾ | As Needed | YES |
| Warranty Claim Processing ⁽³⁾ | | |
| → NETWORK | | |
| Troubleshoot Internet Service Provider Issues & Outages | As Needed | YES |
| Troubleshoot Network Switch Issues | As Needed | YES |
| Troubleshoot Wi-Fi Access Point Issues | As Needed | YES |
| Update Wi-Fi SSID / Keys | As Needed | YES |
| Troubleshoot Router Issues | As Needed | YES |
| Troubleshoot Firewall Issues | As Needed | YES |
| Firewall Security Audit and Adjustment | Monthly | YES |
| Monitor Network Switches Operations & Availability | 24x7x365 | YES |
| Monitor Wi-Fi Access Points Operations & Availability | 24x7x365 | YES |
| Monitor Router Operations & Availability | 24x7x365 | YES |
| Monitor Firewall Operations & Availability | 24x7x365 | YES |
| Warranty Claim Processing ⁽³⁾ | | |
| → DOMAIN NAMES | | |

| | | |
|---|-----------|-----|
| Add / Edit / Delete MX Records | As Needed | YES |
| Add / Edit / Delete TXT Records | As Needed | YES |
| Add / Edit / Delete PTR Records | As Needed | YES |
| Add / Edit / Delete CNAME Records | As Needed | YES |
| Add / Edit / Delete A Records | As Needed | YES |
| → OFFICE 365 | | |
| Add / Edit / Delete User Accounts | As Needed | YES |
| Add / Edit / Delete User and Security Groups | As Needed | YES |
| Add / Edit / Delete Shared Mailboxes | As Needed | YES |
| Add / Edit / Delete Distribution Groups | As Needed | YES |
| Forgotten Password Resets | As Needed | YES |
| Archive Old User Accounts (Backup Email & OneDrive) | As Needed | YES |
| Restore Files from Backups (1) | As Needed | YES |
| Install & Connect OneDrive Desktop Client (2) | As Needed | YES |
| Install & Connect Teams Desktop Client (2) | As Needed | YES |
| SPECIFIC SUPPORT EXCLUSIONS | | |
| Personal / Non-Business Email Setup and Troubleshooting (e.g. mail, btinternet etc) | As Needed | NO |
| Non-Business-related Applications setup and Troubleshooting (e.g. Games) | As Needed | NO |
| Smartphone Setup and Configuration | As Needed | NO |

- (1) *Only applies to when using the Backup Platforms in our Recommended Technology Platform.*
- (2) *This assumes that you already have the back-end systems and company-wide configurations all setup and configured for this product. If you don't, then We will discuss with You the scope of any potential Project and send You a separate Proposal for your review.*
- (3) *As you can appreciate, it's hard to build a profitable and sustainable business offering "Unlimited Support" at a reasonable price for items that we didn't recommend, sell, and install. As such, if the Hardware we are troubleshooting was not purchased from us and/or the device is not currently covered by the Manufacturer's warranty, a care pack, or a maintenance agreement, then it is in Our sole discretion as to whether We will cover this work under the Scope of this Agreement or set it as Billable Out of Scope work.*

APPENDIX C | APPROVED SOFTWARE

| | |
|--------------------------------|--|
| Microsoft Office Suite: | Office 2016/2019 (Word, Excel, PowerPoint, Outlook), Visio 2016/2019, Project 2016/2019, Teams, OneDrive for Business, |
| Microsoft 365: | Exchange Online, SharePoint Online, MS Teams. OneDrive for Business |
| Adobe: | Acrobat Reader, Acrobat Pro |
| Web Browsing: | Google Chrome, Mozilla Firefox, Microsoft Edge |
| Conferencing: | Zoom, MS Teams |
| VPN: | OpenVPN, Draytek SSL, Watchguard SSL, SoftEther |
| Anti-Malware: | BitDefender, Microsoft Defender, ESET |
| Backup: | Unitrends Agent, Unitrends Direct to Cloud, Datto Agent, Datto SaaS |
| File Sync: | OneDrive for Business, SharePoint Online, Egnyte |
| Email Management: | 28 Hands Mail Manager, Exclaimer Cloud Signature Management |
| Operating Systems: | Windows 10 Pro, Server 2012 R2, Server 2016, Server 2019 |

Minimum PC Specification for Business IT Systems:

Unless specifically agreed otherwise, the TCL Managed Service only covers Microsoft Windows-based hardware, and if workstations / laptops etc are purchased directly by clients their specification must be at least:

| | |
|------------------|--|
| Operating System | : Windows 8.1 / 10 - must be 'Professional' version (Mandatory) |
| Processor | : Intel i5 or equivalent, minimum (Recommended) |
| RAM | : 8GB minimum (Recommended) |
| Drive Capacity | : 256GB minimum (Recommended) |

Note: Additional RAM can be added to most desktop PCs / Laptops; the exception is tablet-style units such as Microsoft Surface Pro where the RAM and hard drive capacity is fixed during manufacture.

Machines with Windows Home operating system installed are intended for domestic use, and the 'Home' operating system version lacks key business features (such as the ability to be used in server environments)