



teammetallogic®

IT support that speaks your language

Your Managed Services Agreement

Company Name Here

 teammetallogic.com

LET'S START WITH WHY...

Everyone has a **wider purpose** and for us it isn't just about technology.

We want to build **trust** and **understanding** with our clients so that we can become a **strategic partner** for IT & telecoms, **leading innovation** and enabling **mutual growth and success**.

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Welcome

Dear <NAME HERE>

We're thrilled to become your strategic IT partner, working alongside you in what we hope will be a close, trusted, and incredibly valuable relationship over many years to come.

We really don't like long and boring legal documents (who does?).

But it is important to have some things written down so that we both know what's what, who should do what and when, and what will happen in the unlikely event something goes wrong.

We try hard to not include complicated legal terms or long passages of unreadable text in our Agreement and we have no desire to trick you into signing something that we've tried to hide in legalese.

However, we do want what's best for the safety of both parties, now and in the future.

We can't wait to start working with you!

kind regards,



Mike Parfitt

Founder & CEO

\ Overview

We love simplicity – so in short;

You <Insert Client Name>, located at <Insert Client Address> ("You", "Yourself", or "Your") are engaging us Team Metalogic Ltd, of Bridge House, Caerphilly Business Park, Caerphilly, CF83 3GW ("We", "Us", or "Our") to provide:

The services to you as outlined in this Agreement for the pricing as outlined in our initial Proposal and in Appendix A.

You: You have the authority to enter into this Agreement on behalf of Your company/organisation and will do everything you can to allow Us to provide Our services to You.

Us: We have the experience and ability to do everything We've agreed with You and We'll do it all in a professional and timely manner.

We'll endeavour to exceed expectation every step of the way as we provide World Class support and strategic advice to You and on top of that We'll maintain the confidentiality of everything We come across.

Of course, it's a little more complex than that and there are a few more areas we need to cover, so let's get down to the finer details...

\ The Finer Details

Our General Terms & Conditions

All of the Terms in this Agreement are in addition to Our General Terms and Conditions, which can be found at <https://www.teammetallogic.com/legal>

By signing this Agreement, you also agree to those General Terms and Conditions.

For any terms that exist in both, the terms in this Agreement will override.

Definitions & Interpretations

“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;

“Plan Fee” means a quote provided to You by Us;

“Proposal” means a Quote or Proposal provided to You by Us;

“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;

“Recommended Technology Platform” is the list of Software and Hardware found at <https://www.teammetallogic.com/insight/recommended-technology-platform> and updated by Us from time to time.

“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 our General Terms and Conditions and the time that We start providing Service on the Service Request. We do not count any triage, scheduling or dispatch work when calculating Response Times.

“Services” means the provision of any services by Us including Work, advice and recommendations;

“Service Request” means any request for work that either you ask us to perform or we perform proactively on your behalf;

Service Hours

Our Service Desk is open from 08:00–17:30, Monday to Friday. Response times for Service Requests are based on these working hours.

Our client services and back-office teams are generally available from 09:00–17:00, Monday to Friday.

Our Network Operations Centre (NOC) operates 24/7/365 to monitor and remediate issues with critical systems as well as carry out planned/scheduled maintenance outside normal working hours. Our NOC is not partner-facing and cannot be contacted directly outside Service Desk operating hours.

Escalation

While We strive to provide You with the best possible support at all levels, We leave an open communication channel right up to the top for You in the event You ever need to Escalate an issue further

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



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

All Service Requests must be submitted through the methods outlined in **Your Responsibilities** below.

Limitations

Some of the faults we encounter are caused by user or third-party damage or corruption/abuse of software. In such instances of misuse, malicious damage (including viruses and malware) or externally induced failures (power surges, etc) we are limited in the preventative measures we can take and as such such faults are considered to be outside the scope of this Agreement.

Abnormal situations including but not limited to fire, theft, infrastructure failure and terrorist attack, etc. are also deemed to be beyond the scope of this Agreement.

We will never reload any software unless the relevant and official media/licence is present and available, or acceptable proof of its existence is provided. Software theft is a crime and in the event that We identify suspected illegal or counterfeit software, or deem you to be in breach of any licensing requirements, we will expect You to remedy the situation within a reasonable amount of time in order to maintain legal compliance.

Where service or hardware is supplied, owned or controlled by a third-party, We will manage the response and resolution to any problem on a best-efforts basis.

Commitment Term

The minimum term that You have agreed to use Our Services is outlined in Our Proposal to you and is referred to as the Commitment Term.

The Commitment Term begins from the first day of the next month (after the date of accepting Our Proposal).

After the expiry of the Committed Term, an extension of the Term will automatically commence equal to the period of the original Committed Term, unless earlier terminated as outlined in the 'Termination' section below.

The Agreement will continue to renew on this basis until such time that it is terminated as outlined in the 'Termination' section below.

Fees & Payment

We operate on a fixed-fee basis for the provision of the services defined in this Agreement and specifically as detailed in [Appendix A](#).

Managed Services Fees are invoiced monthly in advance. You will receive an invoice on the 20th of each month for the following months' service provision. You are required to pay these fees by Direct Debit, a mandate is included in [Appendix F](#) for your completion.

You are required to notify us of any changes to the users, devices and/or locations being supported by Us.

As we are providing you with a fully managed service and often a problem in one part of your network/infrastructure leads to problems in other areas and/or for other users, in order for us to meet Our Service obligations it is necessary and a requirement of this Agreement that you include all users/devices as part of this Agreement. We reserve the right to automatically calculate these figures based on number of active users registered for Services and/or number of devices reporting back to our monitoring systems and adjust your Service Schedule from the following calendar month.

Where services are added/removed from the Agreement, changes to fees will take effect from the following month.

The Agreement is subject to a minimum commitment fee for the duration of the Agreement. The minimum commitment fee is calculated as 75% of the fees chargeable upon commencement of the Agreement or each renewal thereafter.

Any service deemed to be out-of-scope of this Agreement, will be charged at our Standard Rates as listed In [Appendix A](#). These will be invoiced to you monthly in arrears with payment due within 30 days of the date of invoice.

Any other items purchased from us, including but not limited to; hardware, software, professional services, telecoms, connectivity, third-party vendor fees, will be invoiced to you on order completion and payment taken by Direct Debit on or around 20 days following the invoice date.

Termination

You agree to provide Us with no less than 90 days' notice to terminate this Agreement.

You agree that if You need to Terminate this Agreement before the end of the Commitment Term, You agree to pay Us Early Termination Charges calculated as the current Agreement Fee multiplied by the number of months left in the current Commitment Term within 14 days of providing Us Notification of Termination.

Should there be any pricing adjustments made to this Agreement during a Commitment Term, the Plan Fee used to calculate any Termination Payment will be based on the latter of the original Proposal or any updated Pricing adjustments made in writing from Us to You.

All Termination requests must be made in writing to clientservices@teammetalogic.com










Our Responsibilities

Our Response Times

We will prioritise all support requests based on Our reasonable assessment of the severity level of the problem reported, using the following triage matrix

	URGENCY	IMPACT
High	Whole company is affected	Major business processes are stopped
Medium	Departments of large group of users affected	Business is degraded, but there is a reasonable workaround
Low	One user or a small group of users is affected	More of an irritation than a stoppage

This will then determine a priority level from P1 (critical) to P5 (planned):

URGENCY \ IMPACT	High	Medium	Low
High	 P1	 P2	 P3
Medium	 P2	 P3	 P4
Low	 P3	 P4	 P5

As we know, not everything in life fits into a box and sometimes what we might deem as lower priority is a critical issue for you. We'll always try and see things from your perspective and acknowledge that on times, some issues need to be given a higher than normal priority, but the final decision on classifying the priority of an issue will be made by Our responding technician.

We will make best endeavours to resolve all support requests in accordance with the responses and resolution times specified in the table set out below:

Critical – P1	High – P2	Medium – P3	Low – P4
<p>Respond Within: 1 hour Plan Within: 1 hour Resolve Within: 1 Day</p> <p>Criteria Any major failure affecting an entire site / business or more than one device / server</p> <p>Escalation</p> <ul style="list-style-type: none"> • Immediate notification to Engineers • Escalation direct to 3rd line • Escalation direct to Incident Manager • Notification to senior management immediately 	<p>Respond Within: 1 hour Plan Within: 2 hours Resolve Within: 1.5 Days</p> <p>Criteria Incident affecting single, critical device / server</p> <p>Escalation</p> <ul style="list-style-type: none"> • Immediate notification Service Desk Manager • Incident Manager informed • Notification to Incident Manager 	<p>Respond Within: 2 hours Plan Within: 4 hours Resolve Within: 3 Days</p> <p>Criteria Normal service requests and incidents affecting non-critical device / server</p> <p>Escalation</p> <ul style="list-style-type: none"> • Notification to Service Desk Manager if SLA not met 	<p>Respond Within: 2 hours Plan Within: 4 hours Resolve Within: 5 Days</p> <p>Criteria Low priority service requests and incidents with no impact on business operations</p> <p>Escalation</p> <ul style="list-style-type: none"> • Notification to Service Desk Manager if SLA not met
<p>Planned – P5</p> <p>Program updates, program installations, cosmetic changes, planned downtime, hardware upgrades, production of documentation...</p>			

We will give You regular updates of the nature and status of Our efforts to correct any issue/fault.

The response times shown in the table above shall not apply to the following:

- additions, moves or changes to users, devices, configurations or networks;
- issues reported otherwise than in accordance with the terms detailed in [Logging of Service Requests](#) below;
- issues reported outside of Service Hours;
- issues that have been caused by You not acting on advice or recommendations given by Us;
- issues caused by You or third parties modifying any equipment or software configuration;
- issues related to user-initiated virus and malware infections;
- issues involving the sourcing of equipment or software; and
- issues involving equipment or software that are not under current warranty or maintenance coverage.

What's Covered

As part of this Agreement, we endeavour to include all the day to day IT support items that are typically required to run a typical Business Technology Baseline Infrastructure.

You can see a list of all the items we will cover under this Agreement in [Appendix B](#).

From time to time, we may provide support for items not explicitly included in [Appendix B](#) without charge – however we will do this at our sole discretion.

If you request work to be performed outside the normal business hours defined above, that work will be charged at an additional after-hours rate and no guarantees can be made as to availability of after-hours engineers. The after-hours rate is charged at 1.5 times our normal business hours rate.

Site Visits

As part of this Agreement You have a fixed number of on-site engineer hours each month. These on-site engineer hours can be used for us to attend your premises to carry our repairs / investigative work, we call these 'site visits'.

We will schedule site visits with you in advance and provide you with an AM or PM arrival estimate. Due to the nature of our engineers travelling between multiple partner sites in any given day, there may be occasions where they are delayed and need to reschedule, however we will always endeavour to attend on the scheduled day/timeslot.

On-Site engineer hours are fixed per month and there is no rollover of unused hours.

Reporting

Those individuals that you define as 'Primary Contacts' within your company/organisation will have enhanced access to our Partner Portal. This will provide you with real-time reporting and metrics such as:

- Number of Service Requests Opened and Closed for the Month / Year
- Top Users for Service Request Volume at Your Business
- Service Request Types (by Category)
- Upcoming Warranty Expirations

We may modify the metrics We use from time to time as We continually improve how we report to Our partners.

Technology Business Reviews

Where included as part of this Agreement We will provide to You to Technology Business Review (TBR) Sessions. Think of these sessions as strategic meetings with your Virtual IT Manager.

In these sessions, we run through items such as, but not limited to, the following:

- Previous Service Metrics
- Your Plans for the coming Months
- Refresh Cycle Update / Minimum Standards
- Technology Roadmap Update
- Technology Budget Update
- Anything else you need to raise / discuss related to your IT

You agree to allocate 2 hours to each of these sessions to ensure that We can provide our Service to You at the levels that We strive for.

Your Responsibilities

Minimum Standards

There are some Hardware and Software requirements that You need to have in place in order for Us to meet Our service obligations, these can be found at <https://www.teammetallogic.com/insight/minimumstandards>.

We will update this list from time to time as certain technologies age and other technologies are released and tested by us.

If You do not have all of these Minimum Standards in place before Your Agreement start date, we will work with you on a plan to bring your Network up to our Minimum Standards.

We understand that this may take some time depending on timing and budgets so we will do our best to support any items that do not currently meet Our Minimum Standards.

However, if an item requiring support does not meet our Minimum Standards, it will be at our sole discretion whether we charge You for any time incurred for supporting that Item.

Submitting Service Requests

The process for submitting Service Requests is outlined below.

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.

All Service Requests are to be logged via one of the following mechanisms:

- **Email:** support@teammetallogic.com
- **Telephone:** 0345 521 0618 (option 2)
- **Partner Portal:** portal.teammetallogic.com

Service Requests are not deemed to be accepted by Us until you have received an acknowledgment (by e-mail or telephone) confirming the Service Request Number.

We will respond to you within the Response Times defined above based on the Priority Level of your request.

Access Requirements

In order for Us to meet our service obligations, You agree to allow us full and free access to IT systems (servers, desktops, laptops, network infrastructure and associated equipment), your premises and your team as/when necessary for the purposes of providing the services in this Agreement. Access to IT systems will usually be via our remote access tools but in some cases this may require direct access to your premises.

We ask that you 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.

If there is anything that interferes with our access, we may in our absolute discretion charge You for any extra time incurred.

Primary IT Contacts

You agree to nominate from Your team a small number of Primary IT Contacts (generally no more than 2-3 depending on the size of your company/organisation).

When issues of Critical and High Priority are happening, your Team are to channel all communication through these people during business hours.

This allows Our team to work most effectively in restoring Your services as fast as possible, instead of fielding calls from multiple sources about the same problem.

The Primary IT Contact is to inform all staff at these times, to ensure fast resolutions.

We will seek authorisation from a Primary Contact for any sensitive or global changes that may be requested from time to time (such as permissions changes, new starters, leavers, changes to system design/layout, major configuration changes, etc).

The role of the Primary IT Contact is to also assist Our team to be the eyes and hands onsite, to allow them to remotely diagnose and solve issues in the fastest possible manner.

You will be asked to provide the details of your nominated Primary Contacts during your Onboarding process and you agree to update us if and when these Contacts change during the Term of this Agreement.

Best Practices

In providing you with a fully managed service, We will deliver our services in line with our 'best practices'. These best practices relate to various operational matters including server administration/configuration, third-party software support, user privileges, authorised software lists, staff turnover, legislation and compliance. These can be found in [Appendix C](#).

As technology, risk and legislative requirements change, We may need to update our best practices to keep them aligned. We will always inform you of any changes to our best practices and how they may impact you during our Technology Business Review (TBR) meetings.

Should you be unable to work to these best practices, We may ask You to sign a Waiver of Liability, confirming that you are choosing to proceed against our professional advice and recommendations as your strategic IT partner.

Third-Party Authorisations

In order to be able to assist You quickly in times of need, You need to make sure We are authorised to work with all of Your external Vendors that We may require to work with to provide you Our Service.

This includes but is not limited to Your Internet Service Provider, Your Web and Domain Hosting Provider and Your Telephony Provider.

We have included a Form of Authority in [Appendix D](#) and ask that you sign this as part of this Agreement.

If You start working with any new Vendors that We will need to interact with after We start work on this Agreement, You agree to make sure that We are authorised to act on Your behalf on commencement of Your relationship with the new Vendor.

Appendix A

Specification of Services – Core

ITEM	UNIT RATE	QTY	MONTHLY FEE	MIN TERM
Managed Site: <i>includes Network Monitoring device, Technology Business Reviews, On-site engineer, Cyber Essentials accreditation, Domain name management, SSL certificates</i>	£ 350.00	0	£ -	24 Months
+ Managed Firewall:	£ 100.00	0	£ -	24 Months
+ Managed Switch:	£ 50.00	0	£ -	24 Months
Managed Server: <i>includes unlimited remote support Mon-Fri 08:00-17:30 (excluding public holidays), NOC monitoring, remediation & scheduled maintenance 24/7/365, device management, security patching, full EDR including anti-virus, phishing, malware & ransomware protection, in-warranty repairs.</i>	£ 45.00	0	£ -	24 Months
Managed Device: <i>includes unlimited remote support Mon-Fri 08:00-17:30 (excluding public holidays), device management, security patching, full EDR including anti-virus, phishing, malware & ransomware protection, in-warranty repairs.</i>	£ 10.00	0	£ -	24 Months
Managed User: <i>includes unlimited remote support Mon-Fri 08:00-17:30 (excluding public holidays), cyber-security awareness training, BiggerBrains Training, MyGlue Password Manager.</i>	£ 25.00	0	£ -	24 Months
TOTAL:			£ -	

Specification of Services – Bolt-Ons

ITEM	UNIT RATE	QTY	MONTHLY FEE	MIN TERM
Microsoft Office 365 Basic (per licence):	£ 4.50	0	£ -	12 Months
Microsoft Office 365 Standard (per licence):	£ 9.40	0	£ -	12 Months
Microsoft Office 365 Premium (per licence):	£ 16.60	0	£ -	12 Months
SPAM Filtering / Email Protection (per user):	£ 1.50	0	£ -	12 Months
Managed Online Backup - Server (per device):	£ 120.00	0	£ -	12 Months
Managed Online Backup - M365 (per entity):	£ 4.50	0	£ -	12 Months
TOTAL:			£ -	

Standard Rates (Out of Scope)

ITEM	UNIT RATE
On-Site Hourly Rate (1-2 Engineers)	£ 90.00
On-Site Daily Rate (1 Engineer):	£ 650.00
On-Site Daily Rate (2 Engineers):	£ 900.00
On-Site Daily Rate (3 Engineers):	£ 1,150.00
Evening/Saturday/Sunday Surcharge:	+ 50%
Projects Engineer Daily Rate:	£ 880.00
Hourly Rate for Off-Site Repairs/Upgrades:	£ 35.00

Network Monitoring Device

For the duration of the Agreement we will supply, install and maintain a network monitoring device that will report back to us on the health and status of your network, attached devices and associated infrastructure. The device remains the property of Team Metalogic at all times and is returnable on the termination of the Agreement. Replacement devices required as a result of loss or damage by You are charged at £250.00+VAT.

Technology Business Reviews

We will conduct a Technology Business Review with you at an agreed frequency (either quarterly or biannually, depending on your requirements) to discuss Our ongoing service delivery as well as your business plans and objectives with a view to providing strategic advice on your technology roadmap.

On-Site Engineer

We will provide up to 2 hours per month of on-site engineer time. This can be used for both reactive and proactive Service Requests as well as new hardware installations. There is no rollover of unused on-site hours. Additional on-site hours are billed at our standard rates.

Cyber-Essentials Accreditation

We will provide the required project engineer hours to bring your company/organisation to a standard in-line with the requirements of the UK Government Cyber Essentials scheme along with management of the accreditation process on your behalf should you choose to achieve Cyber Essentials Certified status.

Domain Name Management

We will manage any/all domain names registered to you along with the management of DNS zones to ensure their correct configuration.

SSL Certificates

We will supply, configure and install any SSL certificates required to protect public-facing servers used on your internal networks. This does not include SSL certificates required for web servers or the purposes of hosting web sites.

Managed Firewall

Where included, we will supply, configure, install and support a fully managed next-generation firewall device along with required security subscriptions. The device remains the property of Team Metalogic at all times and is returnable on the termination of the Agreement. Replacement devices required as a result of loss or damage by You will be billed at current list price.

Managed Switch

Where included, we will supply, configure, install and support fully managed 24/48 port network switch(es). The device(s) remains the property of Team Metalogic at all times and

are returnable on the termination of the Agreement. Replacement devices required as a result of loss or damage by You will be billed at current list price.

MANAGED SERVER

Remote Support

We will provide unlimited remote support to all users and devices included in this Agreement during the hours of 08:00-17:30 Monday to Friday (excluding bank and public holidays).

NOC Monitoring

Our Network Operations Centre will monitor your systems, network and infrastructure 24/7/365, reporting any issues back into our Service Desk. For critical systems such as servers, the NOC will provide out-of-hours scheduled maintenance as well as remediation of outages that occur outside working hours. The NOC is not partner-facing and cannot be contacted directly.

Security Patching

We will apply security updates and patches to devices on release to ensure the maximum levels of protection from known risks and vulnerabilities.

EDR (Enhanced Detection & Response) Security Software

We will include Fortify for Endpoints as standard on all managed servers. This includes next-generation anti-virus, phishing, malware and ransomware protection backed by our 24/7/365 Security Operations Centre (SOC).

In-Warranty Repairs

We will not charge for engineer time for any repairs required to equipment supplied by us that remains in-warranty with the manufacturer.

MANAGED DEVICE

Remote Support

We will provide unlimited remote support to all users and devices included in this Agreement during the hours of 08:00-17:30 Monday to Friday (excluding bank and public holidays).

Security Patching

We will apply security updates and patches to devices on release to ensure the maximum levels of protection from known risks and vulnerabilities.

EDR (Enhanced Detection & Response) Security Software

We will include Fortify for Endpoints as standard on all managed servers. This includes next-generation anti-virus, phishing, malware and ransomware protection backed by our 24/7/365 Security Operations Centre (SOC).

In-Warranty Repairs

We will not charge for engineer time for any repairs required to equipment supplied by us that remains in-warranty with the manufacturer.

MANAGED USER

Remote Support

We will provide unlimited remote support to all users and devices included in this Agreement during the hours of 08:00-17:30 Monday to Friday (excluding bank and public holidays).

Security Awareness Training

We will provide access to cyber-security awareness training and guides via our Partner Portal.

BiggerBrains Training

We will provide access to 30+ e-learning courses via our Partner Portal, delivered by leading online training provider *BiggerBrains*. Access to the full *BiggerBrains* course catalogue is available for a small additional monthly charge per user.

Appendix B

Agreement Inclusion List

DESCRIPTION	FREQUENCY	INCLUDED
→ CONSULTING		
Technology Business Review (QBR)	Quarterly	YES
End-User Office365 Training Program	24x7x365 Via Portal	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 Flash, Adobe Reader, PDF Creator, Java, 7-Zip)	Daily	YES
Monitor all Critical Servers 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 Practice 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⁾	As Needed	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
→ MOBILE PHONES & TABLETS		
Configure Outlook or Mail App ⁽²⁾	As Needed	YES
Configure OneDrive for Business App ⁽²⁾	As Needed	YES
Configure Teams for Business App ⁽²⁾	As Needed	YES

(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

Our Best Practices as your Managed Services Provider

In a traditional corporate environment, the IT department would have a management hierarchy that forms part of the overall business management structure, with IT related policies and procedures being decided by the IT management team and rolled out across the business. At Team Metalogic, we like to work in a similar way. After all, just because you don't have an internal IT department or management team doesn't mean that IT management and administration should be overlooked. We've got a lot of experience in managing IT operations for a wide range of businesses across a multitude of industry sectors. The following summarise the best practices that we would look to implement for you as we look to manage your IT operations as effectively as possible.

Server/Domain Administrators

In a corporate environment, server and/or domain user accounts are more valuable than the keys to your front door and alarm codes. After all, with access to your server all your corporate, client and financial data are accessible. We take our access to this sensitive information very seriously and ensure NDA's are in place prior to gaining access. All of our staff undertake criminal record and financial checks and we are bound by the British Computer Society Code of Conduct & Ethics. As well as this, the correct configuration and operation of the complex server operating system is critical to the running of your business and day-to-day operations. For this reason, we will maintain multiple levels of domain administrator accounts to provide our support team with tiered access to your servers and request that you leave the maintenance and administration of your server to us, your IT department. By us being the 'keyholder' to your server, there can never be any doubt that if something goes wrong with your server, it is our responsibility to fix it as only we will have had direct access to it. Obviously, things go wrong of their own accord all too often, but if we can guarantee that configurations haven't been changed, even accidentally, then we stand a much better chance of getting things fixed and operational again as quickly as possible.

Third Party Software Providers

Nearly every business will rely on third-party software providers for various line-of-business applications, be it customer management, accounting or order procurement. Whilst our skillsets are very broad and we'll quickly learn to adapt to providing support and assistance to most third-party applications, where this software is critical to your business, we will always recommend that you maintain a separate support arrangement with the software provider, either directly or made available to us so that we can draw down application specific support for any issues that may arise that we cannot remedy ourselves.

When this is in place, there will be times when the software provider needs access to your server(s). We will maintain our best practices by either providing the software provider with supervised access to the server under the watchful eye of our engineers or provide unattended access on the grounds that we are notified of the works to be carried out

and provide access for the short-term only, allowing them to resolve the issue but at the same time maintaining both the security and integrity of your server and data. After all, would you give a plumber you've never met the keys to your house whilst you were at work?

Standard User Privileges

By default, Microsoft Windows will install and assign the local users of the workstation 'administrative privileges'. Not to be confused with server/network administrative privileges, local administrative privileges will grant a user the power to make changes to system settings (such as wallpapers, screensavers, power saving settings, etc) as well as add and remove software, be it legitimate or illegally obtained. By changing this setting and removing these local administrative privileges from standard users we can ensure that business PC systems are used only for business purposes and that there is no risk of your staff inadvertently installing unlicensed/illegal software (see 'Authorised Software List' overleaf) leaving your management team / Board of Directors liable to prosecution, using their PC for productivity hampering activities or making changes to system configurations that may deviate from your corporate brand.

Authorised Software Lists

Using illegal software can lead to civil prosecution with unlimited fines and even a prison sentence of up to 10 years. Financial risks aside, your company's reputation that may have taken years to build, can be destroyed overnight.

As a responsible and professional business, unlicensed software use is a risk you will definitely want to avoid. It's not just the obvious commercial software programs that need to be considered either, even software that is generally considered free (such as AVG anti-virus, various PDF writers, file archive packages) are only free to use in a non-commercial environment. In order to help protect you against illegal software use and be sure you know what your company computer systems are being used for, we will maintain an authorised software list for your company that details the software that you authorise and license to be used by your staff on company systems. Couple this with Standard User Privileges (See overleaf) and we will need to install any software for your staff, ensuring that anything that is installed is correctly licensed and authorised to be used by that member of staff.

Staff Turnover & Movements

Every business has to deal with the inevitability of staff turnover. As employees come and go, you need to be sure that those that are there only have access to what they need to and should their employment come to an end, that they don't retain any access to corporate systems and/or data after they've left. In the age of remote and flexible working this is even more of an administrative overhead. As such, we will ensure that every user account that needs to be added or removed is done so in a manner that is both accountable and auditable. We have set processes in place to manage user account configurations as well as permissions changes, ensuring that your staff have access to everything they need in order to effectively perform their job function.

In addition to this, we will ask that you keep us updated as to any staff movements, either physically between departments/branches/etc or in terms of job role. This way, we will

always know how best to support a member of your staff and who to go to for authorisation should any permissions and/or access rights need to be adjusted.

Vicarious Liability

Whenever anyone requests access to another persons' data we work to a strict principle of vicarious liability – in other words, someone else must be aware that the person is making the request. This way, if ever the person making the request were not authorised to do so, it becomes an internal HR issue for you, as opposed to a negligent act on our part.

As a managed service provider, we deal with thousands of individual end-users across our client base and as such it would be very difficult for us to be fully aware of each clients' organisational/management structure, not to mention keep up with ever-changing staff movements.

Vicarious liability makes sure we're always using best endeavours to ensure we're acting legitimately in all instances where permissions are asked to be changed. Whether this be requesting permissions to access corporate data, or to access another users' data/e-mails, we will always insist that the person making the request is doing so with the authorisation/knowledge of someone else within the organisation.

Legislation, Compliance & Safeguarding your Business

As a responsible managed service provider and in acting as your outsourced IT department we will always ensure that we not only comply to any and all legislation and compliance affecting our business but also that which may apply to your business. For example, general legislation and compliance requirements including the Data Protection Act, GDPR and Copyright laws will apply to all businesses and we will endeavour to guide you on these matters as best we can.

As an IT provider, we adhere to additional legislation and compliance requirements including the Code of Conduct and Ethics as imposed on us by our professional body, The British Computer Society, our partner responsibilities as Microsoft Certified Professionals, the quality and service standards expected of us as holders of both the Accredited UK and CompTIA IT Business Trustmarks and of course our own internal safeguarding mechanisms such as tiered support privileges, full DBS Disclosure & Barring Service (previously CRB Disclosure) and credit checks of staff, detailed auditing and logging of client-related actions along with regular and routine audits of remote access logs.

There will also be customer/industry specific legislation and compliance that we will need to consider when working within certain industries. We will always ensure that we are familiar with and act within the principles of this legislation, examples of which include the FSA regulations for companies acting within the financial services industries and the CSSIW for those working within social care sectors.



Appendix D

Form of Authority

This document is to inform you that we have contracted Team Metalogic Ltd to manage our IT and technology requirements. To be able to do this effectively, Team Metalogic Ltd needs to be able to support and manage all of our technology suppliers on our behalf.

As such, this letter authorises anyone from Team Metalogic Ltd to access and modify all aspects of our account and all the products and services that we have with you effective immediately.

On the understanding that Team Metalogic Limited will have access to confidential and sometimes sensitive data including the intellectual property of our Company it is agreed that all information, whether oral, written or otherwise, that is supplied in the course of or as a result of acting on our behalf shall be treated as confidential by Team Metalogic Limited.

Team Metalogic Limited undertakes not to use the information for any purpose, other than for the purpose of acting on our behalf as our IT providers, without obtaining our prior written agreement.

This Agreement, or the supply of information referred to above, does not create any licence, title or interest in respect of any Intellectual Property Rights of Team Metalogic Limited.

This authorisation is valid until we give you written notice otherwise.

For and on behalf of:	Client Company Name Client Company Address Client Company Address Client Company Address Client Company Address
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Signature	Position
	Date

Appendix E

Non-Disclosure

Between:	
"The Disclosing Party":	Client Company Name Client Company Address Client Company Address Client Company Address Client Company Address
And:	
"The Receiving Party":	Team Metalogic Ltd Bridge House Caerphilly Business Park Caerphilly, CF83 3GW

1. On the understanding that the receiving party will have access to the confidential and sometimes sensitive data, including the intellectual property of the disclosing party it is agreed that all information, whether oral, written or otherwise, that is supplied to, or obtained by the receiving party shall be treated as confidential by the receiving party.
2. The receiving party undertakes not to use the information for any purpose, other than for the purpose of acting on behalf of the disclosing party in their role as IT Consultant / Administrator, without obtaining the written agreement of the disclosing party.
3. This Agreement applies to both technical and commercial/administrative information communicated by either party.
4. This Agreement does not apply to any information in the public domain or which the receiving party can show was either already lawfully in their possession prior to its disclosure by the other party or acquired without the involvement, either directly or indirectly, of the disclosing party.
5. Either party to this Agreement shall on request from the other return any documents or items connected with the disclosure and shall not retain any unauthorised copies or likenesses.
6. This Agreement, or the supply of information referred to in paragraph 1, does not create any licence, title or interest in respect of any Intellectual Property Rights of the disclosing party.
7. After five [5] years from the date hereof each party shall be relieved of all obligations under this Agreement.

Signature	Position
	Date

Appendix F

Direct Debit Mandate



Instruction to your
Bank or Building Society
to pay by Direct Debit



Please fill in the whole form and send it to:

Team Metalogic Ltd
Bridge House
Caerphilly Business Park
Caerphilly
CF83 3GW

Service User Number

1	7	2	0	5	1
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Name(s) of Account Holder(s)

Reference

Bank / Building Society account number

Instruction to your Bank or Building Society

Please pay GC re Team Metalogic Ltd. Direct Debits from the account detailed in this Instruction subject to safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with GC re Team Metalogic Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Branch Sort Code

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	

Signature(s)

Date

Banks and Building Societies may not accept Direct Debit Instructions for some types of account.

The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit GC re Team Metalogic Ltd will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request GC re Team Metalogic Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit, by GC re Team Metalogic Ltd or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society
-If you receive a refund you are not entitled to, you must pay it back when GC re Team Metalogic Ltd asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Appendix G

Agreement Acceptance

Commencement Date: XX XXXXX 20XX

Commitment Term: 24 Months

Declaration of Acceptance by Customer

Please supply the services as detailed in this Agreement with effect from the Commencement Date shown above.

I have read and accept the Terms contained herein and at teammetalogic.com/legal and am authorised to sign this Declaration of Acceptance on behalf of the Company shown below.

Signature	Position
	Company
	Date

Declaration of Acceptance by Provider

The services as detailed in this Agreement and appendices will be provided to the Customer from the Commencement Date shown above and in accordance with the referenced Terms and Conditions of Business.

Signature	Position
	Company
	Team Metalogic Ltd
	Date

This Agreement is not valid unless counter-signed by Team Metalogic Ltd (the Provider)