

## Supplementary terms for the supply of IT Support Services

The Services set out in these Supplementary Terms shall be supplied by DEITG to the Client on the terms and conditions set out in DEITG's General Terms and Conditions and those of these Supplementary Terms.

### 1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Cloud-Based Utilities' means the collection of ancillary third-party provided services, including backup, anti-Malware and Monitoring Services which will be used by DEITG in support of the IT Support Services.
- 1.2 'Configuration' means the configuration of the IT Equipment or component thereof, including hardware, installed software and all associated settings and or parameters.
- 1.3 'Data Centre' means a remote data storage facility.
- 1.4 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, DEITG is unable to provide prior notice of.
- 1.5 'End User' means a user of the IT Equipment.
- 1.6 'IT Equipment' means Servers, Workstations, tablets and other devices and Software installed at the Client's Site, which is listed on the Order and is to be supported under the terms of this Agreement.
- 1.7 'Hours of Cover' means the hours of cover set out in the Service Schedule, unless amended on the Order.
- 1.8 'IT Support Services' means on premise IT support services.
- 1.9 'Line of Business Applications' means the software which is installed on the IT Equipment and provided by the Client.
- 1.10 'Local Area Network' ('LAN') means the network infrastructure at the Client's Site.
- 1.11 'Monitoring Agent' means Software which is installed on the IT Equipment by DEITG which enables system monitoring and performance reporting.
- 1.12 'Monitoring Services' means DEITG's Server monitoring, Workstation monitoring and / or backup monitoring services that remotely monitor the performance of Servers, Workstations and their operating systems.
- 1.13 'Planned Maintenance' means any period of maintenance for which DEITG has provided prior notice.
- 1.14 'Public Internet' means the world-wide collection of private and public router-based networks that are interconnected via gateways and exchange points.
- 1.15 'Server' means IT Equipment which functions as a server.
- 1.16 'Response' means DEITG's initial acknowledgement of a Support Request.
- 1.17 'Service Desk' means DEITG's support team.
- 1.18 'Site' means Client's Site at which IT Equipment is located, as set out in the Order.
- 1.19 'Software' means the software which is installed on and is a component of the IT Equipment, as listed on the Order.

- 1.20 'Workstation' means IT Equipment which functions as a desktop workstation or laptop computer.

## 2. TERM

- 2.1 This Agreement will be deemed to come into effect on acceptance of the Client's Order by DEITG and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out in the Order.
- 2.2 This Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term. The duration of the Additional Term shall be twelve months, unless otherwise set out on the Order. DEITG shall, not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Client of changes to Charges and any other changes to the terms of this Agreement. In the event that:
- 2.2.1 The Client serves notice to terminate this Agreement in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or Additional Term thereafter;
- 2.2.2 The Client notifies DEITG of acceptance of changes, the Agreement shall continue in force for an Additional Term;
- 2.2.3 The Client fails to notify DEITG of acceptance of changes and fails to serve notice to terminate, such failure to notify DEITG shall imply that the changes have been accepted and the Agreement shall continue in force for an Additional Term.

## 3. PROVISION OF SERVICES

- 3.1 IT Support Services are provided to support the Client's IT Equipment. IT Support Services will be provided by DEITG remotely and when required, visits shall be made to the Client's Site. For the avoidance of doubt, IT Support Services do not include the provision or support of network connectivity outside of the Client's Site, nor do the Services include maintenance of hardware, save warranty management and engineering activities that result there from.
- 3.2 The Services comprise IT Support Services as set out in the Order and described in the attached Service Schedule. DEITG shall use reasonable endeavours to provide the IT Support Services during the Hours of Cover set out in the Service Schedule.
- 3.3 During the term of this Agreement, DEITG shall be entitled to make alterations to the Configuration of the supported IT Equipment. Such alterations may result in temporary disruption to the availability of the IT Equipment and DEITG will use reasonable endeavours to minimise such disruption and will provide as much notice as possible prior to such disruption.
- 3.4 DEITG cannot guarantee and does not warrant that the IT Support Services shall result in the IT Equipment operating free from interruptions or temporary degradation of the quality of the services provided by such IT Equipment.
- 3.5 If DEITG provides services under the terms of this Agreement which rely upon Cloud-Based Utilities:
- 3.5.1 DEITG shall use reasonable endeavours to provide the Cloud-Based Utilities 24 x 7 x 365;
- 3.5.2 DEITG cannot guarantee and does not warrant that the Cloud-Based Utilities will be free from interruptions, including:

- ✓ Interruption of the Cloud-Based Utilities for operational reasons and temporary degradation of the quality of the Cloud-Based Utilities;
- ✓ Interruption of the connection of the Cloud-Based Utilities to other network services provided either by DEITG or a third party; and
- ✓ Any such interruption of the Cloud-Based Utilities referred to in this sub-clause shall not constitute a breach of this Agreement.

3.5.3 Although DEITG will use reasonable endeavours to ensure the accuracy and quality of the Cloud-Based Utilities, such Cloud-Based Utilities are provided on an "as is" basis and DEITG does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Cloud-Based Utilities.

#### 4. ACCEPTABLE USE

- 4.1 The Client agrees to use the IT Equipment in accordance with the provisions of this Agreement, any relevant Service literature and all other reasonable instructions issued by DEITG from time to time.
- 4.2 The Client agrees to ensure that the IT Equipment is not used by its End Users to:
- 4.2.1 Post, download, upload or otherwise transmit materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;
  - 4.2.2 Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including but not limited to those of quiet enjoyment, privacy and copyright;
  - 4.2.3 Carry out any fraudulent, criminal or otherwise illegal activity;
  - 4.2.4 In any manner which in DEITG's reasonable opinion brings DEITG's name into disrepute;
  - 4.2.5 Knowingly make available or upload file that contains Malware or otherwise corrupt data;
  - 4.2.6 Falsify true ownership of software or data contained in a file that the Client or End User makes available via IT Equipment;
  - 4.2.7 Falsify user information or forge addresses;
  - 4.2.8 Act in any way which threatens the security or integrity of the IT Equipment, including the download, intentionally or negligently, of Malware;
  - 4.2.9 Violate general standards of internet use, including denial of service attacks, web page defacement and port or number scanning;
  - 4.2.10 Connect to the IT Equipment insecure equipment or services able to be exploited by others to carry out actions which constitute a breach of this Agreement including the transmission of unsolicited bulk mail or email containing infected attachments or attempts to disrupt websites and/or connectivity or any other attempts to compromise the security of other users of our network or any other third-party system;
- 4.3 The Client acknowledges that it responsible for all data and / or traffic originating from the IT Equipment.

- 4.4 The Client agrees to immediately disconnect (and subsequently secure prior to reconnection) equipment generating data and/or traffic which contravenes this Agreement upon becoming aware of the same and / or once notified of such activity by DEITG.
- 4.5 The Client agrees, subject to the provisions of sub-clause 10.13 of the General Terms and Conditions to indemnify DEITG against all costs, damages, expenses or other liabilities arising from any third-party claim which arises from the Client's breach of this clause 4.

## 5. THE CLIENT'S OBLIGATIONS

- 5.1 During the term of this Agreement, the Client shall:
- 5.2 Pay all additional Charges levied by DEITG, including those arising from usage-based components of the Services.
- 5.3 Ensure that user-names, passwords and personal identification numbers are kept secure and:
- 5.3.1 On a regular basis, change access passwords for all IT Equipment that in the Client's reasonable opinion may be liable to access by unauthorised persons.
- 5.4 Agree that in all instances where it attaches equipment that has not been provided by DEITG to the IT Equipment that such equipment shall be technically compatible and conforms to any instruction issued by DEITG in relation thereto.
- 5.5 Accept that if it attaches equipment that does not comply with the provisions of sub-clause 5.4 ('Unauthorised Equipment') and such Unauthorised Equipment in the reasonable opinion of DEITG is causing disruption to the functionality of the IT Equipment, DEITG shall be entitled to:
- 5.5.1 If technically possible, reconfigure the Unauthorised Equipment, and charge the Client for its work at its prevailing rate;
- 5.5.2 Charge the Client at its prevailing rate for any additional work arising from, or in connection with the Unauthorised Equipment;
- 5.5.3 Request that the Client disconnect the Unauthorised Equipment from the IT Equipment; and if such request is not agreed by the Client within thirty days, terminate this Agreement forthwith.
- 5.6 Accept that is the Client's sole responsibility to take all reasonable steps, including the implementation of anti-virus systems, firewalls and staff training (where such are not provided by DEITG under the terms of this Agreement) to prevent the introduction of Malware into the IT Equipment.
- 5.7 Be solely responsible for ensuring compliance with the terms of licence of any Software that is a component of the IT Equipment that has been provided by the Client.
- 5.8 Be responsible for providing external network connectivity, including access to the Public Internet, as required for the correct functioning of the IT Equipment and any Cloud-Based Utilities provided by DEITG.

## 6. DEITG'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, DEITG shall:

- 6.1 Provide the IT Support Services set out in the Order and described in the attached Service Schedule, subject to any service limitations set out in the Order and Service Schedule.
- 6.2 During the Hours of Cover, make available a Service Desk that shall provide support and guidance in the use of the IT Equipment and manage the resolution of all IT Equipment-related Faults raised by the Client.
- 6.3 During the hours of cover set out in the Service Schedule or as amended in the Order, monitor the performance of the IT Equipment.
- 6.4 Respond to Support Requests raised by the Client and make reasonable endeavours to repair any Fault that is within the IT Equipment or directly caused by DEITG, its employees, agents, subcontractors or suppliers.
- 6.5 Proactively respond to Faults reported by the Monitoring Services and make reasonable endeavours to repair any Fault that is within the IT Equipment.

## 7. Clause Intentionally Unused

## 8. GENERAL

- 8.1 During the term of this Agreement, the Client's suppliers will provide patches and maintenance releases ('Updates') for applying to the Software supported hereunder.
  - 8.1.1 DEITG shall, at the commencement of this Agreement agree an individual strategy for the application of Updates; and
  - 8.1.2 The Client accepts that if it requests that Updates are not applied, there may be a resulting risk to the integrity of the IT Equipment and that DEITG shall not be liable for any degradation in integrity resulting from such request; and
  - 8.1.3 DEITG shall immediately notify Client when Updates have been applied; and
  - 8.1.4 The Client shall test its applications once the Update has been applied to ensure it has not impacted their services. If an Update has an adverse effect on the operation of the Software, DEITG will where possible remove the Update, in agreement with the Client;
- 8.2 If the Client requires Updates to be applied to Line of Business Applications:
  - 8.2.1 The Client shall be responsible for providing full installation instructions including any configuration details to DEITG in advance;
  - 8.2.2 The Client shall be responsible for notifying DEITG of the availability of patches and maintenance releases to any Line of Business Applications which Client provides.
  - 8.2.3 DEITG shall install Updates to Line of Business Applications in response to specific requests from the Client, subject to fair usage. DEITG shall be entitled to charge for the provision of this service, if, in its reasonable opinion, the number of requests made for such by the Client is excessive, the installation is complex and requires excessive work or if the Client requests that such service is to be provided outside of the hours of cover set out in the Order.
- 8.3 DEITG may perform any Planned Maintenance that may limit the availability of the Cloud-Based Utilities. Planned Maintenance will be scheduled to minimise disruption to the Client. The Client will be notified at least forty eight hours prior to such Planned Maintenance taking place.

- 8.4 DEITG may be unable to provide prior notice of Emergency Maintenance, but will endeavour to minimise the impact of any such maintenance on the Client.
- 8.5 DEITG will from time to time issue de-support notices against specific older versions of the installed Software products which form part of the IT Equipment. Such notices will be issued at least ninety days prior to the notice taking effect. During this period, DEITG will provide an upgrade path in consultation with the Client.
- 8.6 If DEITG carries out work in response to a Fault reported by the Client and DEITG subsequently determines that such Fault either was not present or was caused by an act or omission of the Client, DEITG shall be entitled to charge the Client at the DEITG's prevailing rates.
- 8.7 In the event of persistent breach of clause 4.2.8, DEITG shall be entitled to:
- 8.7.1 Charge the Client at its prevailing rate for the removal of Malware;
- 8.7.2 Terminate this Agreement.
- 8.8 If the Client is contacted by DEITG and requested to make a change to the Configuration of the IT Equipment, it is the Client's sole responsibility to verify the identity of the requestor prior to carrying out the requested change.
- 8.9 If DEITG resets any passwords during the execution of the Services, it shall be the Client's sole responsibility to change such changed passwords and ensure that such changes are compliant with any security policy that may be in effect.
- 8.10 The Client acknowledges that if it elects not to take advice in given by DEITG in relation to the security and performance of the IT Equipment, there may be a resulting risk to the integrity of the IT Equipment and that DEITG shall not be liable for any degradation in integrity resulting from such decision and that any additional costs incurred by DEITG resulting there from will be charged to the Client.
- 8.11 The Client hereby consents to DEITG and its sub-contractors accessing Servers and Workstations that are supported under the terms of this Agreement.

## 9. TERMINATION

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
- 9.1.1 By either party by giving the other not less than ninety days' notice in writing to terminate at the end of the Minimum Term or any Additional Term thereafter;
- 9.1.2 By the Client by giving thirty days' notice in writing if DEITG makes changes to the terms of this Agreement which are materially disadvantageous to the Client (for the avoidance of doubt, not including changes to Charges) PROVIDED THAT such notice is given within thirty days of the effective date of the change(s).

## 10. CHARGES AND PAYMENT

- 10.1 Invoices for fixed periodic Charges shall be raised in advance of the relevant period. The invoicing period is set out in the Order.
- 10.2 Invoices for additional services will be raised in arrears.

- 10.3 DEITG shall commence charging for the IT Support Services from the RFS Date, regardless of the date on which the Client commences use of the IT Support Services. If the RFS Date does not correspond with DEITG's invoicing period as set out in the Order, DEITG shall charge the Client at a pro-rata rate for the first invoicing period.
- 10.4 The Client acknowledges that the Charges for the Minimum Term are calculated by DEITG in consideration inter alia of the setup costs to be incurred by DEITG and the length of the Minimum Term offered.
- 10.5 If, during the Minimum Term or Additional Term of this Agreement the Client requires additional equipment to be added to the schedule of IT Equipment, the Client shall raise a supplementary Order to cover the additional equipment and DEITG shall promptly provide a quotation for the additional Services.
- 10.6 If the Client requests a reduction in the quantity of IT Equipment during the Minimum Term:
- 10.6.1 The Client shall provide such request in writing, giving DEITG not less than thirty days' notice;
- 10.6.2 DEITG shall not unreasonably delay its acceptance of the Client's request;
- 10.6.3 The Charges for the remainder of the Minimum Term will be reduced but not below 80% of the amount agreed at the Commencement Date.
- 10.7 If the Client requests a reduction in the quantity of IT Equipment during an Additional Term:
- 10.7.1 The Client shall provide such request in writing, giving DEITG not less than thirty days' notice;
- 10.7.2 DEITG shall not unreasonably delay its acceptance of the Client's request;
- 10.7.3 The Charges for the remainder of the Additional Term (and any subsequent Additional Term) will be reduced but not below 70% of the amount agreed at the Commencement Date.
- 10.8 The IT Support Services will be provided by DEITG for use by the Client on a fair use basis. If, in the reasonable opinion of DEITG, the Client's use of the Services is deemed excessive, DEITG and the Client shall discuss DEITG's concerns and either agree a plan to reduce the excessive use of the Services or agree additional Charges to cover the cost of the excess use of the Services.
- 10.9 The Client agrees that it shall be liable for termination Charges if this Agreement is terminated by:
- 10.9.1 The Client terminating this Agreement for convenience prior to the end of the Minimum Term or any Additional Term, whereupon the Client shall be liable for the fixed periodic Charges payable for the remainder of the current term;
- 10.9.2 DEITG terminating this Agreement prior to the end of the Minimum Term or Additional Term by reason of the Client's un-remedied breach of the terms of this Agreement, whereupon the Client shall be liable for the fixed periodic Charges payable for the remainder of the current term.
- 10.10 The Client shall not be liable for termination Charges if this Agreement is terminated by:
- 10.10.1 The Client at the end of the Minimum Term or end of any Additional Term PROVIDED THAT the Client properly serves written notice to terminate, in accordance with clause 9 of these Supplementary Terms and clause 11 of the General Terms and Conditions;
- 10.10.2 DEITG at any time if it can no longer provide the Services or part thereof;



- 10.10.3 The Client by reason of DEITG's un-remedied or repeated breach of the terms of this Agreement;
- 10.10.4 The Client if DEITG makes changes to the Services which detrimentally affect the Client PROVIDED THAT the Client complies with the provisions of sub-clause 9.1.2 hereof;
- 10.10.5 The Client if DEITG makes changes the terms of this Agreement which are materially disadvantageous to the Client PROVIDED THAT the Client complies with the provisions of sub-clause 9.1.2 hereof.

## 11. LIMITATIONS AND EXCLUSIONS

- 11.1 In addition to the terms set out in clause 12 of the General Terms and Conditions, DEITG shall also be entitled to suspend the provision of Services, in whole or part, without notice due to DEITG being required by governmental, emergency service, regulatory body or other competent authority to suspend Services.
- 11.2 Whilst DEITG's Monitoring Service is intended to proactively identify most system-related issues, DEITG does not warrant and cannot guarantee that the Monitoring Service will identify all system-related issues and shall not be liable for any losses, damages or costs unless such result directly from the negligence of DEITG.
- 11.3 DEITG shall not be liable for any damage or costs resulting from a failure of an update to anti-Malware software, failure to detect Malware or incorrect identification of Malware, unless such failure is caused by the negligence of DEITG.
- 11.4 DEITG shall not be liable for any damages, costs or charges arising from damage to, or theft of backup data that is transmitted from the Client's Site to the Data Centre via the Public Internet, nor for any other losses that occur due to reasons beyond its reasonable control.
- 11.5 The Services provided by DEITG under the terms of this Agreement are solely IT Support Services and do not include:
- 11.5.1 The resolution or remediation of consequences of Data Security Events;
- 11.5.2 The investigation of the causes of Data Security Events.
- 11.6 In the event of data loss by the Client (whether caused by a Data Security Event or any other reason), DEITG's responsibility shall be limited to restoration of the latest backup of the applicable data.
- 11.7 DEITG will not provide warranty management for hardware components of the IT Equipment that are no longer supported by their vendors.
- 11.8 This Agreement does not include:
- 11.8.1 The support of any equipment that is not listed on the Order;
- 11.8.2 Repair or replacement under manufacturer's warranty of any damaged IT Equipment where such damage is caused by accident, misuse or wear and tear;
- 11.8.3 The supply of any consumables;
- 11.8.4 Any form of hosting, save backups;
- 11.8.5 Recovery of Client data whose loss can be reasonably attributed to accidental deletion, mis-use or negligence by the Client;



11.8.6 Removal of Malware or the recovery of Client data that results from Malware infection;

11.8.7 Maintenance of structured cabling including cabling, patch panels and wall sockets;

DEITG may at its sole discretion provide any of the excluded services listed in the sub-clause 11.8, and charge for the supply thereof at its prevailing rates.

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## Service Schedule

Paragraphs 1 to 13 describe in detail the standard Service Components that will be provided by DEITG under the terms of this Agreement. DEITG may provide any of the Service Components that are described in paragraph 14, subject to being set out on the Order.

### 1. Service Desk

11.10 Subject to fair usage, there are no restrictions on the number of Support Requests that the Client can raise with DEITG's Service Desk. The Service Desk provides support and assistance in the use of the IT Equipment, including the following:

- a) Management of the prompt resolution of Faults within IT Equipment that are identified by the Client
- b) Provision of help and guidance in the use and configuration of the IT Equipment
- c) Remote access to facilitate Fault resolution if possible and appropriate
- d) Escalation management if required in the event of protracted Fault resolution
- e) Third-party vendor liaison where required
- f) Hardware warranty management

11.11 Subject to fair usage, there are no restrictions on the number of on-Site visits that DEITG will make to support the IT Equipment during the Working Day if it is not possible to resolve a Fault remotely; and

- g) On-Site support outside of the Working Day will be charged per hour or part thereof at DEITG's prevailing rate

11.12 The Client shall raise Support Requests by one of the following methods:

- h) By Email to DEITG's Service Desk: [support@deitg.com](mailto:support@deitg.com)
- i) By Telephone to the Client's local DEITG Service Desk (or as otherwise notified):
  - Cork +353 (0)21 242 9417
  - Dublin +353 (0)1 685 3579
  - Sligo +353 (0)71 930 0180
- j) Via DEITG's website [www.deitg.com/get-support](http://www.deitg.com/get-support)

11.13 The Service Desk is available during the Hours of Cover: 8.30 am to 5.30 pm Monday to Friday excluding bank and public holidays.

11.14 The Service Desk's target initial response and recovery targets are set out in paragraph 15 of this Service Schedule.

## 12. Service Initiation

- k) DEITG will review and where necessary make appropriate changes to the IT Equipment's configurations to ensure that the Services detailed in this Service Schedule can be delivered effectively. This includes changes to the configuration of Microsoft Windows event logs, Microsoft Windows, Exchange and SQL Server services, anti-virus and backup software.
- l) DEITG will make recommendations about the data that is included or excluded as part of the Client's backup configuration.
- m) DEITG will agree with the Client a number of standard procedures that DEITG will follow when receiving requests from the Client for adding, removing or changing access to the Client's network. This will include but is not limited to creating, deleting, or amending user accounts, security permissions, and folders and shares.
- n) DEITG will inform the Client if DEITG is unable to configure any components the IT Equipment to provide the necessary alerting and will agree a suitable alternative with the Client.
- o) If the Client subscribes to Monitoring Services for Servers and Workstations, DEITG will fully document the IT Equipment infrastructure and will provide the Client with a copy of such. The documentation will be kept up to date by DEITG for the duration of the Agreement.
- p) DEITG will establish the following information, which shall be provided to the Client on request or on termination of the Agreement:

A detailed specification of servers including roles

A full inventory of all hardware and software

A full inventory of third-party software, vendor names and contact details

Diagrams illustrating the network layout

Identify any significant gaps in current best practices that are apparent in the Client's network and security architecture

## 13. Server and Workstation Monitoring and Management

DEITG will install its Monitoring Agents on the Servers and Workstations set out on the Order to enable pro-active monitoring. The Monitoring Agents will monitor key aspects of system performance and will alert DEITG to any detected or potential malfunctions. The Monitoring Agents will monitor Server and Workstation performance 24 x 7 x 365 and automatically resolve Faults whenever possible. DEITG shall respond to any alerts that cannot be automatically resolved during Service Desk Hours of Cover in a manner that is appropriate to the severity of the alert, whilst aiming to minimise disruption to the availability of the monitored Servers and Workstations. Remote monitoring shall be restricted to Servers and Workstations which support SNMP and/or ICMP packets. DEITG shall:

- q) Monitor processor, memory and hard disk usage and performance of all Servers and Workstations to help to prevent system downtime or performance degradation
- r) Monitor the critical services that are necessary to help to maintain the effective performance of the Server and Workstation operating system(s)
- s) Monitor the Windows event logs against DEITG's current list of monitored events (including those which indicate a pending or current hardware failure) to help to prevent system downtime or performance degradation

- t) Diagnose and remediate Faults
- u) Maintain group security policy
- v) Install software vendor's operating system patches as made available and white-listed

#### 14. Routine Maintenance

DEITG will carry out the following routine maintenance activities including:

- w) Disk defragmentation
- x) Removal of unnecessary temporary files, system / application log files, system registry settings, and temporary internet files
- y) Removal the contents of the recycle bin

DEITG will not remove internet history, recent documents, favourites, cookies, form data or passwords unless specifically requested to do so by the Client.

#### 15. User Administration

DEITG will ensure that Server-based End User accounts are at all times properly managed and in response to specific requests made by the Client:

- z) DEITG will update Microsoft Windows Active Directory to add, remove or change user accounts, email accounts, data folders and shares, and the related security permissions

#### 16. Third Party Liaison

- aa) DEITG will liaise with the Client's third-party service suppliers including providers of software, hardware and telecoms services if such suppliers require changes to be made to the configuration of the IT Equipment to investigate or resolve issues with the third-party software or services.
- bb) DEITG will on behalf of the Client manage any warranty claims for malfunctioning IT Equipment that is covered by the manufacturer's warranty. Such management may include DEITG carrying out engineering activities on behalf of the manufacturer.

#### 17. System Documentation

DEITG will document the Client's IT infrastructure, identify the roles of each component of the infrastructure, maintain the documentation and on request provide the Client with a copy of the documentation. The documentation will include:

- cc) Password Documentation: All system administrative passwords will be recorded and held securely in an encrypted format by DEITG.
- dd) Network Diagrams: Where necessary network diagrams will be maintained by DEITG or maintained within its Monitoring Services.

- ee) IT Budgeting: Where requested, DEITG will assist the Client plan and budget appropriately for its IT expenditure on an annual basis in preparation for the following financial year
- ff) Hardware Replacement Reporting: Where requested, DEITG will provide an annual list of equipment which should be replaced within a financial year to assist planning

## 18. Virus and Malware Protection

18.1.1 DEITG will provide an industry standard security product for all Workstations and Servers. DEITG's security product is focussed on security and speed. It employs a unique approach to Malware protection and is largely cloud-based. This approach means that its monitoring and detection are carried out with very little performance impact compared with other anti-Malware software and obviates the need for constant updating of workstations or servers with Malware definitions. The software includes:

Real-time threat protection

Anti-phishing filter

18.1.2 DEITG will:

Schedule regular full system anti-virus scans and regular anti-spyware scans on all Workstations and Servers

Monitor Workstations and Servers on a daily basis to ensure that protection remains active and automatically raise an alert if protection is disabled

18.1.3 If the Client accidentally introduces Malware onto the IT Equipment, DEITG shall remove such Malware. This undertaking is however subject to the provisions of clause 8.7 of these Supplementary Terms, and the Client acknowledges that if in the reasonable opinion of DEITG, clause 4.2.8 of this Agreement is repeatedly breached by the Client, DEITG shall be entitled to act in accordance with the provisions of clause 8.7, which includes charging the Client for the removal of such Malware, and in extreme cases, terminating this Agreement.

## 19. Technology Review

DEITG will provide an infrastructure / technology review, which will be conducted by a business technology adviser who shall be dedicated to the Client. The purpose of the review is to:

- gg) Assist with the road-mapping of the Client's IT strategy
- hh) Advise on current landscape and technology changes
- ii) Offer input to future strategy and budgeting
- jj) Discuss and understand any ongoing issues with the Client
- kk) Analyse Support Requests, checking for patterns to help identify root causes
- ll) Understand the Client's business requirements to determine recommendations and changes where appropriate

DEITG regards these reviews as an essential part of the Service and reasonably expects a senior member of the Client's management team to attend such review meetings.

## 20. Executive Summary Report

Each month DEITG will provide the Client with an Executive Summary Report that provides an overview of the status of the infrastructure that is managed by DEITG, including performance reports and recommendations.

At the Client's request, DEITG can provide additional reporting information but shall be entitled to make an additional charge for such reporting.

## 21. Hardware Warranty Management

Provided that the hardware component is covered by manufacturer's warranty or extended warranty, in the event of failure of a hardware component, DEITG shall liaise with the hardware manufacturer and manage the replacement of the failed hardware, under the terms of the warranty provided by the hardware manufacturer.

DEITG cannot provide any greater warranty than that offered by the hardware manufacturer, and if parts are required that are not covered by the manufacturer's warranty, DEITG shall provide the Client with a quotation for the supply of the replacement part prior to the supply thereof.

## 22. Backup and Recovery Service

22.1 DEITG provides a number of backup and recovery options. The options selected are set out on the Order. Options include:

- mm) Backup to a resilient backup appliance which is located at the Client's Site
- nn) Backup to a resilient backup appliance which is located at the Client's Site, an image of which is backed up in DEITG's Data Centre
- oo) Backup to a resilient backup appliance which is located at the Client's Site with a parallel backup to DEITG's EU-based Data Centre
- pp) Solely cloud-based backup with backup data held at either DEITG's Data Centre or at a location specified and under the responsibility of, the Client
- qq) Dependent on the options selected, backups can be made at image (Server, virtual Server or Workstation) or file / folder level
- rr) Dependent on the options selected, Servers and / or Workstations may be backed up

22.2 DEITG's Data Centre is EU-based.

22.3 Backups are encrypted at rest and during transmission.

22.4 The Backup and Recovery Service is fully managed by DEITG.

22.5 The backup system will automatically notify DEITG of backup success, errors and failures;

22.6 In the event of a backup failure, DEITG's support team will receive an alert from the backup system and will investigate the problem to identify the root cause.

22.7 Backup frequency and retention periods are set out on the Order.

- 22.8 Data restores are only initiated when requested by an authorised Client representative; and
- ss) The recovery point objective ('RPO') will be no later than the time of the backup prior to the system failure that resulted in the request for restoration
  - tt) Data can be restored at various levels of granularity, including image, folder or file level, as requested by the Client
- 22.9 Disaster Recovery
- 22.9.1 Some of the backup and recovery options offered by DEITG include facilities to manually (that is, the recovery mode is active-passive) spin up a disaster recovery server in the event a 'disaster' at the Client's Site. Dependent on the options selected, the disaster recovery server may be located:
- On the Client's Site-based resilient backup appliance
  - At DEITG's Data Centre, where such service will be available for a number of days, as set out on the Order
- 22.9.2 If the Client's server becomes unavailable for use, DEITG will either:
- Initiate failover to the backup appliance at the Client's Site; or
  - Initiate failover to a disaster recovery server within its Data Centre and provide temporary access to the Client's End Users until such time as access to the server is restored
- 22.10 The recovery point objective and recovery time objective will be determined by the backup and recovery option selected.
- 22.11 If requested, DEITG shall carry out disaster recovery testing as agreed with the Client; such testing will be chargeable at DEITG's prevailing rate.

## 23. Backup Service for Microsoft 365

DEITG's Backup Service for Microsoft 365 protects the Client against loss of data that is held within Microsoft's cloud infrastructure. Unexpected data loss can typically be due to user error or occur if an End User subscription expires, and DEITG's service, in addition to providing the Client with additional control over its data, mitigates the risk of such data loss.

- 23.1 DEITG will back-up the Client's Microsoft 365 data based on the number of End Users and storage capacity set out on the Order, backup data is stored on a Backup Appliance which is located at DEITG's EU-based Data Centre.
- 23.2 Microsoft 365 backups include:
- uu) OneDrive file and folder data backups (documents), per End User
  - vv) Exchange data, including emails, email attachments, notes, deleted items, contacts (excluding photographs), tasks and calendar events (including attendees, recurrence, attachments and notes)
  - ww) SharePoint primary, custom, group and team site collections; folders, document libraries and sets; site assets, templates and pages
  - xx) Groups (including conversations, plans, files, sites and calendar)
  - yy) Teams (including wiki and chat)



- zz) Audit logs, data controls and export capabilities
- 23.3 Backups can be configured to run automatically or on-demand.
- 23.4 The Backup and Recovery Service is fully managed by the DEITG.
- 23.5 The backup system will automatically notify DEITG of backup success or failure.
- 23.6 Backups are encrypted at rest and during transmission.
- 23.7 Backup data will be retained indefinitely.
- 23.8 Data restoration:
- aaa) Data restores will only be initiated by DEITG when requested by an authorised representative of the Client
  - bbb) DEITG will use reasonable endeavours to restore data at the level of granularity (including image, directory or file level) requested by the Client
  - ccc) DEITG will use reasonable endeavours to restore data to the location that is specified by the Client
- 23.9 Whilst DEITG shall execute automatic backups and monitor the performance of the backup service 24 x 7 x 365, DEITG will carry out the following activities during the Working Day:
- ddd) Respond to Client requests for data restores
  - eee) Respond to and investigate any Faults that arise in the service which cannot be remediated automatically, whether raised by the Client or by DEITG's Monitoring Agent

## 24. Additional Services

In response to specific requests from the Client and at DEITG's sole discretion, DEITG will provide any of the services detailed below ('Additional Services'). DEITG shall charge the Client at its prevailing rates for the supply of Additional Services.

### 24.1 Extended Hours of Cover

If set out on the Order, DEITG will provide extended access to the Service Desk. DEITG's response time target will not apply to Support Requests that are made during extended hours of cover.

### 24.2 Moves, Adds and Changes

DEITG will make moves, adds and changes to the IT Equipment, as requested by the Client:

- fff) If Equipment or End Users are added to the Services, DEITG will adjust the Charges for the supply of the ongoing Services accordingly, to be effective from the date of the change

### 24.3 Firewall Management

A firewall creates a barrier between the Client's network and the Public Internet, limiting and where possible preventing access to the Client's systems by intruders and helping to prevent the unintentional downloading of Malware, as well as preventing users from browsing selected websites. The creation, application and management of the rules, which allow End Users to

interact with the internet whilst affording the maximum level of protection for the Client's network is a complex task, and is fully undertaken by security specialists at DEITG.

ggg) DEITG will, in response to requests made by the Client on a fair use basis, update the firewall Configuration, for example to add or remove website addresses

hhh) Updating firmware and software to maintain security levels

iii) Checking blockages and resolving content filtering issues

#### 24.4 Network Monitoring

DEITG will provide:

jjj) Basic network monitoring, including router/web and wireless access point connections

kkk) Network trouble-shooting and performance / fault diagnosis and remediation

#### 24.5 Email Filtering and Continuity

DEITG's email filtering service provides:

lll) In-depth policy control and filtering, including adding disclaimers, custom routing and triggering custom actions from keywords allow a wide array of special handling

mmm) Data leakage prevention (whether accidental or malicious) through the use of multi-level policies

nnn) Advanced threat protection including:

Six layers of scanning to protect End Users from both known and emerging email-based threats

Intelligent self-learning anti-spam filters and multiple engines which are updated continuously

ooo) Always-on Email Continuity including:

90 days of email data retention

24 x 7 email access

#### 24.6 Intentionally blank

#### 24.7 Professional Services

DEITG will provide design, installation and configuration services as a discrete assignment, either prior to, during, or independent of the delivery of the Services described in this Service Schedule. Professional Services will be charged on a fixed price or time and materials basis as agreed with the Client prior to commencement of the supply of the services.

#### Design Services

ppp) Design services include assessment of the Client's requirement and the design of a solution, including, as appropriate, Server architecture, software, configuration, local and wide area networks. Further design services may be provided in response to Change Requests. DEITG will produce a detailed Proposal ('Proposal') which will set out the

proposed architecture and will include any additional costs, for agreement with the Client prior to implementation

#### Site Surveys

qqq) Site surveys will be provided as required and further site surveys may be provided in response to change requests.

#### Project Management

rrr) DEITG will project manage the assignment using its preferred management methodology. Project management activities shall include project planning, project/milestone reviews with the Client, change request management, issue management, configuration management, project reporting and supplier management including liaison with suppliers of hardware and enabling services.

#### Procurement and Supply of Hardware and Software

sss) If agreed, DEITG will procure hardware and software from its suppliers, if required stage the hardware and deliver it to the Client's Site.

#### Installation of hardware and software at the Client's Site

ttt) DEITG will install hardware and software at the Client's Site, either using its own staff or sub-contractors as appropriate, on the dates specified in the Order or otherwise agreed.

#### Equipment Configuration

uuu) Where installed hardware and software requires configuration, DEITG will configure the hardware and software.

#### Commissioning and Testing

vvv) Prior to handover to the Client, DEITG shall test the full installation, address any non-conformity and ensure that the installed hardware and software is performing to the standards set out in the Order. DEITG will furnish the Client with copies of all test results.

#### Training

www) DEITG will provide training in the use of the Equipment.

#### Acceptance Testing and Acceptance

xxx) The Client shall be responsible for carrying out its own acceptance testing / acceptance testing against the acceptance criteria set out in the Order. The Client shall, within 30 days of handover, advise DEITG of any non-conformances that it has identified, whereupon DEITG shall address all outstanding non-conformances.

## 25. Service Level Agreement

25.1 DEITG's Service Desk response and recovery targets are:

| Response Type   | Target Response Time | Target Resolution Time |
|-----------------|----------------------|------------------------|
| Remote Support  | Four Working Hours   | Reasonable endeavours  |
| On-Site Support | Next Working Day     |                        |

- 25.2 DEITG shall make reasonable endeavours to meet the targets set out in this paragraph 15. Failure by DEITG to meet such targets shall not be deemed a breach of this Agreement.

## 26. Complaint Handling

- 26.1 If dissatisfied with any Services-related matter, the Client should make a complaint using the following escalation path. If the complaint remains unresolved, the Client should escalate to the next level in the escalation path.

| Escalation Level | Role                      | Contact Details                 |
|------------------|---------------------------|---------------------------------|
| 1                | Service Desk              | As per original Support Request |
| 2                | Service Desk Team Manager | +353 (0)21 242 9417             |
| 3                | Managing Director         | +353 (0)21 242 9417             |

Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.