



PRIMARYTECH

TERMS & CONDITIONS

MANAGED SERVICES - NON-EDUCATION CUSTOMERS

EFFECTIVE DATE

August 2026

SUPPLIER

- (1) **PRIMARY TECHNOLOGIES LIMITED** is incorporated and registered in England and Wales, with company number 04760864. Its registered office is Studio 210, Monocle, 184 Ferensway, Hull, HU1 3UT (**Supplier**).

AGREED TERMS

1. Interpretation

The definitions and rules of interpretation in this clause apply.

1.1 Definitions:

Acceptable Use Policy: means an acceptable use policy prepared per good industry practice (i.e., being a policy suitable for the provision of a Network to the sorts of users envisaged to use the Network and suitably and adequately addressing all of the risks and issues typically addressed by such a policy);

Access Codes: any access number, password or code that may be allocated from time to time to the Customer, its employees, authorised agents or subcontractors or any other nominated person by the Supplier to allow the customer its employees, authorised agents, sub-contractors or other nominated person to have access to the system.

Agreement: The terms and conditions managed services document.

Commencement Date: the date the terms become effective as per the date of the quotation or otherwise stated on the quote.

Contractual Term: the initial period shall be not less than 36 months from the Commencement Date.

Customer Contacts: the individual(s) named in the Quote as the Customer's principal points of contact, who the Customer confirms are duly authorised to act on its behalf.

Deliverables: all products and materials developed/installed by the Supplier to the System and Services in any media, including, without limitation, computer programs, group policies, scripts, data, diagrams, remote management software, reports and specifications (including drafts).

Equipment: the items of hardware used by the Customer.

Fair Usage: means the inclusive support hours and terms associated with the Customer's chosen service plan as detailed in Schedule 1, with any usage exceeding these limits being chargeable at the rates specified in Schedule 2.

Intellectual Property Rights: meaning patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights

in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Location: the place or places where the System is installed.

Network Infrastructure: the modems, routers, firewalls, switches, circuits and other telecommunications hardware and software or as may be modified, added to or replaced during the Contractual Term.

Normal Service Hours: as specified in Schedule 1.

Operating Systems: the primary computer program necessary to run a technology system.

Pooled Support: a total sum of support hours available to the Customer monthly, comprising the per-user and per-server allocations detailed in Schedule 1.

Services: the services, products, software, and other offerings to be provided by the Supplier as identified in the Quote.

Service Charge: The Charge for the Services.

Service Term: The period between the Commencement Date and the last day of service.

Software Programs: the software programs installed on the customers' operating systems, including all documentation relating to them and any modifications, enhancements, adaptations, or other alterations that may be made to such programs.

Supplier Notification Procedure: The supplier website provides methods to access support, including telephone, customer portal, and live chat support.

System: The hardware and software supported as a part of the Supplier's Services.

Third-Party Agreements: any external agreement between the Customer and a third party regarding information technology, communications or any other applicable technology such as internet supply and printer supply.

Third-Party Licensed Programs: the software programs licensed to the Customer, including all documentation relating to it and any modifications, enhancements, adaptations or other alterations that may be made to such programs.

Working Day: as outlined in Schedule 1.

VAT: value-added tax chargeable under English law for the time being and any similar additional tax.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of the terms and conditions.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a **company** shall include any company, corporation or other corporate body, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural, include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other.

1.7 A reference to a statute or statutory provision refers to it as amended, extended or re-enacted occasionally.

1.8 A reference to **writing** or **writing** includes faxes and emails.

1.9 References to clauses and Schedules are to the clauses of and Schedules to these terms and conditions, and references to paragraphs are to paragraphs of the relevant Schedule. The Schedules form part of the terms.

1.10 The terms and conditions shall be deemed to have commenced on the **Commencement Date**.

2. APPLICATION OF CONDITIONS

2.1 These conditions shall:

(a) Apply to and be incorporated in the terms and conditions.

(b) Prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, specification, or implied by law, trade custom, practice or course of dealing.

(c) If you do not wish to be bound by these Conditions, the Customer should not order or accept the performance of the Services.

2.2 No addition to, variation of, exclusion or attempted exclusion of any term of these terms and conditions shall be binding on the Supplier

unless in writing and signed by the Supplier's Contact or by a duly authorised representative of the Supplier.

3. EFFECT OF PURCHASE ORDER

3.1 The Customer's purchase order or signed order sent to the Supplier constitutes an offer by the Customer to purchase the Supplier's Services. Once the Supplier has accepted an order from the Customer, the Customer shall not be entitled to cancel that order.

3.2 The acknowledgement copy of the purchase order form by the Supplier, or the Supplier's commencement of work in providing Services or execution of work under the purchase order, shall establish a contract for the supply of those Services and, accordingly, the purchase of the same, by the Customer.

3.3 The Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in their purchase order shall NOT govern the Suppliers.

4. SUPPLIER'S OBLIGATIONS

4.1 The Supplier shall use reasonable endeavours to provide the Services specified in the Customer's quote.

4.2 The Supplier shall use reasonable endeavours to meet the performance levels and any performance dates (if applicable) or subsequently agreed upon. Still, any such requirements or dates shall be estimated only, and time shall not be of the essence regarding such dates.

4.3 The Supplier shall appoint the Supplier's Contact, who shall have the authority to contractually bind the Supplier on all matters relating to the Service. The Supplier shall use reasonable endeavours to ensure that the same person acts as the Supplier's Contact throughout the Contractual Term but may replace them where reasonably necessary in the interests of the Supplier's business.

4.4 The Supplier shall ensure that the Services are performed with reasonable care and skill by persons possessing suitable and appropriate skills and experience.

4.5 The Supplier shall have no obligation to perform any service not expressly agreed upon.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

(a) Provide the Supplier with full and sole access to all matters relating to the Services;

- (b) cooperate with the Supplier in all matters relating to the Services and appoint the Customer's Contacts, who shall have the authority to bind the Customer on matters relating to the Services contractually;
- (c) provide promptly such access to the Customer's premises and data, and such office accommodation and other facilities, as is requested by the Supplier;
- (d) provide promptly such information as the Supplier may request, and ensure that such information is accurate in all material respects; and
- (e) be responsible (at its own cost) for preparing the relevant premises for the supply of the Services;
- (f) notify the Supplier promptly when considering or entering into any new or amended Third Party Agreements;
- (g) provide the Supplier with remote access. All internet costs shall be entirely the responsibility of the Customer.
- (h) Make prompt payment for the Services provided by the Supplier by 30 days after the invoice date.
- (i) Pay for any additional services requested and provided by the Supplier.
- (j) The customer contract authority will meet with the supplier in person or via video call at least three times annually.
- (k) Ensure that the customer is contactable during the Supplier's Normal Working Hours.
- (l) Third-Party Software Management. The Customer shall be solely responsible for maintaining valid licences, support contracts, and a direct relationship with the vendors of all third-party software, including but not limited to its Management Information System (MIS) and finance software. The Supplier's obligation is limited to providing the underlying platform for such software to operate and does not extend to application-level support, data integrity, or vendor management unless specified in a separate agreement.
- 5.2 If the Supplier's performance of its obligations is prevented or delayed by any act or omission by the Customer, the Customer's agents, the customers sub-contractors or employees, the Customer shall in all circumstances be liable to pay the Supplier all reasonable costs, charges incurred or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit, loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere). The Supplier will confirm all such costs, charges, and losses with the Customer in writing.
- 5.3 Non-Solicitation and Non-Engagement: The Customer agrees that, during this Agreement and for a period of twelve (12) months after its termination, it shall not, directly or indirectly:
- (a) solicit, entice, or attempt to employ any person who is or has been an employee or subcontractor of the Supplier involved in the provision of the Services; or
- (b) engage, either as an employee, contractor, consultant or otherwise, any such person to provide services that are the same as or substantially similar to the Services.
- 5.4 The Customer acknowledges that the Supplier will suffer significant loss and damage if the Customer breaches Clause 5.3. Accordingly, the Customer agrees that in the event of any such breach, it shall pay to the Supplier, by way of liquidated damages, a sum equivalent to 100% of the gross annual remuneration (including salary, benefits, and any bonuses) of the employee or subcontractor who was solicited or engaged.
- The parties agree that this sum is proportionate to the Supplier's legitimate interest in protecting its investment in the recruitment, training, and retention of its staff, and reflects the costs of recruitment, backfill, and business disruption the Supplier would incur. The Customer warrants that it has taken, or has been given the opportunity to take, independent legal advice on this clause.
- 5.5 The Customer shall inform the Supplier immediately in writing of any change in the identity of the Customer's Contacts at any time during the Service Term. The Supplier shall not be liable for any default element if the Customer fails to update the Supplier, in writing, of any change in the Customer's Contacts.
- 5.6 Right to Suspend for Material Non-Cooperation. If the Customer commits a material breach of its obligations under this clause 5 and fails to remedy that breach within fourteen (14) days of written notice from the Supplier, the Supplier may suspend the provision of the Services until the breach is remedied. The Supplier shall not be liable for any loss arising from such suspension, and the

Customer shall remain liable for all Service Charges during any period of suspension.

5.7 Until Services are terminated, the Customer shall:

Acceptable Use Policy

- (a) Implement and enforce an Acceptable Use Policy for all systems related to the Supplier's services. The Customer shall indemnify the Supplier for all loss, costs, and expenses (including reasonable legal fees) arising out of or in connection with any failure by the Customer or its users to comply with the Acceptable Use Policy.

Hardware maintenance

- (b) procure and continuously maintain a suitable maintenance/warranty agreement in respect of the hardware systems relating to Services delivered by the Supplier with the relevant manufacturer, supplier or suitable reputable third party;
- (c) ensure all hardware meets the requirements for the installed operating systems and third-party software programs.
- (d) Ensure all hardware is in full working condition.
- (e) Hardware and Software Lifecycle Management. The Customer is responsible for ensuring all hardware and software remains under a valid manufacturer support agreement. The Supplier shall have no obligation to support any hardware or software designated as End-of-Life (EOL). The Supplier shall not be liable for any resulting issues, including security breaches.

Operation of the System

- (f) ensure that proper environmental conditions are maintained in respect of the System and maintain in good condition the accommodation of the System and the electricity connection/supply to it;
- (g) not make any modification to the System in any way without the Supplier's prior consent;
- (h) not use in conjunction with the System, any accessory attachments or additional equipment other than that which has received prior approval by the Supplier;

Third-Party Licensed Programs

Software licences

- (i) procure from the Supplier adequate licences entitling the Customer to use the Third Party Licensed Programs and ensure that the provision by the Supplier of the Services (or any other services provided by the Supplier at the request of the Customer) shall not breach any of the terms or conditions of any such licences to include Microsoft, Google and Apple purchasing agreements;
- (j) grant the Supplier a non-exclusive licence to use any of the Customer's programs or licences to enable the Supplier to provide the Services.

System Backup

- (k) procure adequate system backup software from the Supplier.

Anti-Virus

- (l) procure adequate anti-virus software from the Supplier.

MDM

- (m) procure adequate MDM software from the Supplier.

Operating Systems

- (n) Ensure all software operating systems have valid life cycle support and updates from the relevant software vendor, including but not limited to Microsoft, Google and Apple.

Core Applications

- (o) Ensure all software client systems have valid life cycle support and updates from the relevant software vendor, including, but not limited to, Microsoft Office, Google, and Apple.

Reporting problems

- (p) make all reasonable attempts and take all reasonable steps necessary to solve minor issues (including paper jams, ink changes, loose cables) before taking any steps to contact the Supplier with a request for assistance;
- (q) save as aforesaid, not attempt to adjust, repair or maintain the System and nor request permit or authorise anyone other than the Supplier to carry out any adjustments, repairs or maintenance of the System

without the Supplier's prior consent;

- (r) promptly notify the Supplier if the Services are required or the System is not operating correctly;
- (s) Individual users are to report all problems directly to the supplier and provide all direct contact information, including email and direct telephone numbers, for the contact reporting the problem.
- (t) The customer is to promptly respond to all correspondence from the supplier relating to the aforesaid problem.

Cooperation with the Supplier's employees

- (u) provide the Supplier and subcontractors with full and safe access to the Location and the System providing said agents and subcontractors are suitably checked and authorised to work at the Location;
- (v) provide adequate working space at the Location for use by the Supplier, its employees, agents and subcontractors;
- (w) ensure that, in the interests of health and safety, the Supplier, its employees, agents, and subcontractors are present at the Location.
- (x) Make available to the Supplier such programs, operating manuals and information as may be necessary to enable the Supplier to perform its Service obligations and shall, if requested by the Supplier, provide staff familiar with the System (such staff to cooperate fully with the Supplier as may be necessary) to enable the Supplier to perform its obligations.
- (y) at all times during the Contractual Term, keep a contemporaneous record of error messages in a form approved by the Supplier and allow the Supplier to inspect the record at all reasonable times;
- (z) provide such telecommunication facilities as are reasonably required by the Supplier to enable the Supplier to perform its obligations.
- (aa) Without prejudice to any of the above commitments to provide such cooperation as the supplier shall reasonably require to enable it to perform its obligations.

Spare parts

- (bb) The Customer shall purchase spare parts, spare end-user equipment and consumable items.
- (cc) The Supplier shall not be liable for any delay in performing its obligations if spare parts, spare devices or consumable items are unavailable (otherwise due to the Supplier's fault).

6. FAIR USAGE

6.1 The Customer's use of the Service is subject to the Fair Usage terms of the Customer's chosen service plan as detailed in Schedule 1. Should the Customer's support requests significantly and consistently exceed the allocated hours, any additional time will be automatically charged as an additional service in accordance with the rates specified in Clause 9. The Supplier also reserves the right to require the Customer to move to a more appropriate service plan.

6.2 If, in the Supplier's opinion, the overly fair usage of service relates to a lack of training, the Supplier will bring this to the Customer's attention, and the Customer must address any training issues without Delay.

7. CHANGE CONTROL

7.1 The Customer's Contacts and the Supplier's Contact shall meet as outlined in condition 5.1 (j) and necessary by the Supplier to discuss matters relating to the Services. If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.

7.2 If either party requests a change to the scope or execution of the Services or any part of the service or the schedules annexed to it, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:

- (a) the likely time required to implement the change;
- (b) any variations to the Supplier's charges/Service Charge arising from the change;
- (c) the likely effect of the change on the Services and
- (d) any other impact of the change on the terms.

7.3 If the Customer requests that the Supplier repair, advise, or in any way deal with any systems or software relating to Third Party Agreements, Strategic changes or items not directly procured through the Supplier, the Supplier is entitled to:

- (a) refuse to undertake such work;

- (b) refer it directly to the relevant third party;
 - (c) Charge the Customer additional fees for undertaking the work not covered by the Service, as set out in Schedule 2, or under these terms.
 - (d) Charge for any remedial works, as set out in Schedule 2 or under these terms.
- 7.4 If the Supplier requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent.
- 7.5 If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the Services, and any other relevant terms of this agreement to account for the change.
- 7.6 The Supplier shall be entitled to charge the Customer for the additional work undertaken to remedy the issue in addition to the Service Charge.
- 8. STRATEGIC CHANGE**
- 8.1 The Customer must notify the Supplier before any strategic changes to any systems relating to the Supplier's Services. The Supplier considers strategic changes to be changes that significantly alter the Supplier delivery of Services, such as:
 - (a) Changes to the topology and infrastructure of the network
 - (b) Change of third-party agreements affecting the delivery of the Supplier Services.
- 9. CHARGES AND PAYMENT**
- 9.1 Where the additional services are provided:
 - (a) The charges payable for the Services shall be calculated by the hourly charges as listed in Schedule 2, as amended from time to time;
 - (b) Charges payable for the Services are subject to a 12-month review by the Supplier, with the latest charges listed in the newest version of the terms and conditions document.
 - (c) The Supplier's standard daily fee rates are calculated based on an eight-hour day worked between 8.00 am and 5.00 pm on weekdays (excluding weekends and public holidays);
- (d) The Supplier shall be entitled to charge an overtime rate of an additional 50% of the standard rate for part days and for time worked by team members outside Normal Service Hours.
- (e) The Supplier shall ensure that all team members complete timesheets recording time spent on the Services and using such time sheets to calculate the charges.
- (f) The Supplier shall invoice the Customer in advance for its charges for time, expenses and materials (together with VAT where appropriate) as outlined in Schedule 2.
- 9.2 Where the Services are provided for a fixed price, the total cost for the Services shall be on the relevant customer quotation and shall be paid periodically in advance. All amounts due under this agreement shall be paid by the Customer to the Supplier in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9.3 Any fixed price excludes, at the discretion of the Supplier:
 - (a) The cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the team in connection with the Services, and the cost of any materials or services reasonably and appropriately provided by third parties required by the Supplier for the supply of the Services. Such expenses, materials and third-party services shall be invoiced by the Supplier at cost and
 - (b) VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 9.4 Unless otherwise agreed, the Customer shall pay all invoices via the Supplier's direct debit system. Each invoice submitted by the Supplier must be paid in full and in cleared funds within 30 days of receipt.
- 9.5 Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:
 - (a) charge interest on such sums due from the due date for payment at the annual rate of 8% above the Bank of England base rate, accruing daily and being compounded quarterly until payment is made, whether before or after any judgment; and

- (b) suspend all Services until payment has been made in full.
 - (c) Immediately invoice for all services payable to the Supplier under the agreement.
- 9.6 Time for payment by the Customer shall be of the essence.
- 9.7 All payments payable to the Supplier under the agreement shall become due immediately on termination of the agreement, despite any other provision. This condition is without prejudice to any right to claim for interest under the law or any such right under the agreement.
- 9.8 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.
- 9.9 The Supplier reserves the right to increase any additional charges other than the fees for the Services at any time.
- 9.10 Annual Price Adjustment. The Service Charges shall be reviewed and increased on each anniversary of the Commencement Date by the greater of:
 - (a) the percentage increase in the UK Consumer Prices Index (CPI) published for the twelve months preceding the review; or
 - (b) three per cent (3%).

The Supplier reserves the right to propose additional price increases of up to 8% above this inflationary adjustment, subject to thirty (30) days' prior written notice.
- 9.11 It shall be the sole responsibility of the Customer to monitor and manage their usage of the Service at all times.
- 9.12 Where payment for Services is made by a third party, such as a holding company, group company, or procurement framework, the Customer shall remain responsible for the terms relating to payments and charges.
- 9.13 Out-of-Hours and Holiday Period Work. Any support or services requested by the Customer and performed outside of the Normal Service Hours, unless part of a pre-agreed project, shall be deemed an additional service and will be charged at the Supplier's standard overtime rates as detailed in Schedule 2.
- 10. DURATION**
- 10.1 This agreement shall commence on the Commencement Date. It shall last for a minimum term of 36 months and subsequent 12-month periods (on a rolling basis) until a

termination notice is served (subject to the other provisions for termination set out in this agreement). Specific Service related contractual terms are listed in Schedule 1.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Supplier shall own all Intellectual Property Rights and all other rights. The Supplier currently licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to the extent necessary to enable the Customer to make reasonable use of the Services as envisaged by the parties. If the Supplier terminates the agreement under condition 17.1, this licence will automatically terminate, and the Customer shall immediately cease all use of the Intellectual Property Rights and shall return, or permit the Supplier to remove, all materials embodying them.
- 11.2 The Customer acknowledges that the Customer's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written end-user licence (or sub-licence) of such rights from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.
- 11.3 In the event of a termination, the Customer will cooperate fully with the Supplier to enable the immediate removal and retention (by the Supplier) of all Intellectual Property Rights from the System/Equipment at the Location.

12. CONFIDENTIALITY AND SUPPLIER'S PROPERTY

- 12.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are confidential and have been disclosed to the Customer by the Supplier or its agents, and any other confidential information concerning the Supplier's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know it to discharge the Customer's obligations to the Supplier and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.
- 12.2 All materials, system configurations, training materials, deliverables, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer shall always be and remain the exclusive property of the Supplier. Still, they shall be held by the Customer in safe custody at its own risk and maintained and kept in reasonable condition by the Customer until returned to the Supplier. They shall not be disposed of or used other than

	by the Supplier's written instructions or authorisation.	(ii)	loss of business;
		(iii)	depletion of goodwill or similar losses;
13. INDEMNITY		(iv)	loss of anticipated savings;
13.1	The Supplier shall indemnify the Customer against any claim by any other person that the provision of the Services to the Customer per this Agreement infringes that other person's intellectual property rights.	(v)	loss of goods;
		(vi)	loss of contract(s);
		(vii)	loss of use;
14. LIMITATION OF LIABILITY		(viii)	loss or corruption of data or information;
14.1	The following provisions set out the entire financial and professional liability of the Supplier (including without limitation any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:	(ix)	Service outage;
	(a) any breach of the agreement, howsoever arising;	(x)	any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
	(b) any use made by the Customer of the Services, the Deliverables or any part of them; and	(b)	The Supplier's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to 100% of the total charges paid or payable by the Customer under this Agreement in the twelve (12) month period immediately preceding the date on which the claim arose.
	(c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the agreement;		
	(d) any failure by the Customer to use the software as recommended by the Supplier;		
	(e) any failure by the Customer to provide its users with the relevant training to use the systems.	14.5	Failure to Implement Recommendations: The Supplier shall not be liable for any losses, damages, costs, or expenses incurred by the Customer that arise from or are connected to the Customer's failure or delay in implementing any reasonable recommendation made by the Supplier, including but not limited to recommendations regarding hardware maintenance, software updates, security measures, or third-party agreements.
14.2	All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the agreement.		
14.3	Nothing in these conditions excludes the liability of the Supplier:	14.6	Cybersecurity Disclaimer. The Customer acknowledges that while the Supplier will use commercially reasonable endeavours to provide cybersecurity services, no service can guarantee complete protection against all cyber threats. The Supplier shall not be liable for any losses, damages, costs, or expenses arising from a security breach, cyber attack, or other malicious act of a third party, except to the extent that such an incident is a direct result of the Supplier's gross negligence or wilful misconduct.
	(a) For death or personal injury caused by the Supplier's negligence or		
	(b) For fraud or fraudulent misrepresentation.		
14.4	Subject to condition 14.2 and condition 14.3:		
	(a) The Supplier shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:		
	(i) loss of profits;	15. EXCEPTIONS	
		15.1	The Services do not include any service maintenance or work which are necessitated as a result of any cause other than the proper use of the System in the ordinary course of the

Customer's normal business and activities, including without limitation:

- (a) Failure or fluctuation of power supply, air conditioning, humidity control or other environmental conditions;
- (b) accident transportation, neglect, misuse or default of the Customer, its employees, agents, sub-contractors or any third party;
- (c) any fault in any attachments or associated equipment which do not form part of the System;
- (d) act of God, fire, flood, war, act of violence or other similar occurrence;
- (e) any attempt by anyone other than the Supplier to adjust, repair or maintain the System.
- (f) Cyber attack or data breach

15.2 The Services do not include:

- (a) Services other than at the Location (save for telephone and remote support);
- (b) Assistance with the relocation of any part of the Customer's ICT Estate
- (c) Supply of hardware, parts or any software;
- (d) Any request for support required as a result of any accident, neglect, alterations, improper use or misuse (including in breach of the Acceptable Use Policy) in whole or part;
- (e) Repair or renewal of any consumables, including cables, tapes, inks, paper or any other consumable supplies;
- (f) Maintenance or support of any third-party non-Operating System software;
- (g) Electrical or other environmental work;
- (h) Repairs or installation of any wired or wireless network infrastructure;
- (i) Backup of any third-party software or databases;
- (j) Repairs or installation of any audio-visual equipment;
- (k) Shipping costs of return to base warranties;
- (l) Installation, support, maintenance and repair of hardware and software under a Third Party Agreement.

- (m) Maintenance or assistance concerning any Third Party Agreement.
- (n) Remedial works for changes the customer or third party makes without prior agreement.
- (o) Installation of hardware where the technology is not purchased directly through the Supplier.
- (p) Additional CPD and training above and beyond service inclusions.
- (q) Installation, support, maintenance and repair of hardware and software of non-customer-owned technology.
- (r) Project Management
- (s) Remedial works or advice concerning a cyber attack, security breach or data breach.

16. ADMINISTRATOR'S RIGHTS

16.1 The Customer shall, on or before the Commencement Date, grant to the Supplier, undertake all necessary acts and steps, and sign all documents required to transfer complete and unrestricted control of access to the System to the Supplier.

16.2 Should the Customer not be able to transfer complete and unrestricted control of access to the System to the Supplier due to a dispute or delay from the incumbent supplier, the Supplier reserves the right to charge for additional works relating to the handover of Services.

16.3 The Supplier will have sole access to all access codes.

16.4 The Supplier reserves the right to alter, change, and update the Access Codes from time to time when the Supplier, at its absolute discretion, thinks it is fit to maintain the security and performance of the System.

16.5 If the Customer requests the access codes during the contract term,

- (a) The customer contract authority will make this request via email to customerservices@primarytech.co.uk.
- (b) The supplier will release the codes at its discretion, and the customer agrees to discharge the supplier's responsibilities as outlined in conditions 4.1, 4.2, 4.3, and 4.4.

17. TERMINATION

17.1 Without prejudice to any other rights or remedies to which the parties may be entitled,

	either party may terminate the agreement without liability to the other if:		the last six (6) months of the initial Contractual Term or the last three (3) months of any subsequent rolling twelve (12) months.
	(a) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within twenty-one (21) days after being notified in writing to do so; or		(c) If the deadline for serving a notice to terminate passes, termination can only occur at the end of the Contractual Term with the written agreement of the other party.
	(b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.	17.9	At the end of the Contractual Term, if neither party has served a notice to terminate, this agreement shall continue on a rolling twelve (12) month contract basis until terminated by either party.
		18.	EFFECT OF TERMINATION
17.2	The Supplier may terminate the agreement if the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment.	18.1	Any termination of the agreement for any reason shall be without prejudice to any other rights or remedies any party may be entitled to under this agreement and shall not affect any accrued rights or liabilities of either party or the coming into force or the continuance in force of any provision of this agreement which was expressly or by implication intended to come into or continue in force on or after the termination of this agreement.
17.3	This agreement shall bind the Customer and all successors in title.	18.2	Unless otherwise requested, termination shall occur at noon on the final day of the agreement term, based on the Supplier's Normal Service Hours.
17.4	The Customer is not permitted to terminate this agreement before the end of the Contractual Term in the event of a change of control, jurisdiction, ownership or conversion to an alternative status without the Supplier's prior written consent. In such circumstances, the Customer agrees to pay the price of the Services and any other associated costs or charges in full for the remaining Contractual Term and any additional charges relating to the handover of services.	18.3	The Supplier shall allocate a maximum of two hours towards works relating to termination of the agreement for services such as removal of Intellectual Property or Handover of systems back to the Customer. Any delays in this work caused by the Customer or extra hours required will be considered additional charges.
17.5	Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.	18.4	Upon the termination of this agreement for whatever reason, the Supplier shall:
17.6	Termination of this agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement that existed at or before the date of termination.	(a)	Transfer to the Customer, or to such person as the Customer shall nominate, control of access to the System by providing details of the Supplier's access numbers, password or code and the Access Codes to the Customer or to such other nominated person as requested by the Customer's Contacts; and
17.7	This agreement does not automatically terminate at the end of the initial Contractual Term. It continues on a 12-month rolling contract.	(b)	Remove any items belonging to the Supplier from the Location and the System promptly.
17.8	If either party wishes to terminate this agreement at the end of the initial Contractual Term:	18.5	Upon the termination of the agreement, in any circumstances, all outstanding charges shall become immediately due and payable by the Customer before the execution of condition 18.4.
	(a) They must serve a notice to terminate to the other party and per clause 28;	18.6	All Supplier responsibilities are terminated upon execution of 18.4 (a).
	(b) Ensure the notice to terminate is served before the agreement enters		

19. FORCE MAJEURE

The Supplier shall not in any circumstances have any liability to the Customer under the agreement if it is prevented from, or delayed in, performing its obligations under the contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

20. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

21. RIGHTS AND REMEDIES

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22. SEVERANCE

22.1 Suppose any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable. In that case, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. The relevant provision or part-provision shall be deemed deleted if such modification is impossible. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

22.2 Suppose any provision or part-provision of this agreement is invalid, illegal or unenforceable. In that case, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. ENTIRE AGREEMENT

23.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises,

assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23.2 Each party acknowledges that in entering into this agreement, it does not rely on, and shall have no remedies concerning, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement.

23.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

24. ASSIGNMENT

24.1 The Customer shall not, without the prior written agreement of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the contract.

24.2 The Supplier may assign, transfer, charge, subcontract, or otherwise deal with all or any of its rights or obligations under the agreement.

24.3 This agreement shall bind the Customer and all successors in title. In the event that the Customer organisation is acquired, merged with, or becomes part of another organisation, the terms and conditions of this agreement shall remain in full force and effect, and all obligations under this agreement will be binding upon the successor organisation.

25. NO PARTNERSHIP OR AGENCY

Nothing in the agreement is intended to or shall operate to create a partnership between the parties or to authorise either party to act as an agent for the other. Neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

26. THIRD-PARTY RIGHTS

No one other than a party to this agreement, its successors, and permitted assignees shall have the right to enforce any of its terms.

27. PUBLICITY

No announcement or information concerning this agreement or any ancillary matter shall be made or released or authorised to be made or released by either of the parties without the prior written consent of the other party save as may be required to enable either of the parties to perform its obligations under this agreement or as required by law.

28. NOTICES

28.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service to its registered office;
- (b) sent by email: to the Supplier at customerservices@primarytech.co.uk, or to the Customer at the email address of the Customer Contacts specified in the Quote or such other address as the Customer has notified in writing.

28.2 Any notice or communication shall be deemed to have been received:

- (a) If delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service;
- (c) if sent by email, at 9.00 am on the next Working Day after transmission.

28.3 This clause does not apply to the service of any proceedings or other documents in the course of any legal action or, where applicable, any arbitration or other method of dispute resolution.

29. GOVERNING LAW

The agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including, without limitation, non-contractual disputes or claims) are governed by and construed per the law of England and Wales.

30. JURISDICTION

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

31. DATA PROTECTION

31.1 In these Conditions, the terms Controller, Processor, Data Subject, Personal Data, Special Categories of Personal Data, Processing, Data Protection Impact Assessment, and Personal

Data Breach shall be as defined in Data Protection Legislation, and "Data" shall mean the Personal Data and Special Categories of Personal Data provided to the Supplier by the Customer in connection with these Conditions.

31.2 The Customer acknowledges that it is a Controller and the Supplier is a Processor.

31.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 31 also does not relieve, remove or replace a party's obligations under the Data Protection Legislation.

31.4 The Supplier shall:

- (a) Ensure that its employees shall Process the Data only on the Customer's instructions as set out or referred to in these Conditions to provide the Services;
- (b) Provide appropriate technical and organisational measures:
 - (i) To ensure the protection of the rights of the Data Subjects; and
 - (ii) Ensure an appropriate level of security, assessing, in particular, the risks that are presented by Processing, to protect the Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data transmitted, stored, or otherwise processed;
- (c) Take all reasonable steps to ensure the reliability of any of its staff who have access to and/or process Data in connection with the Services, including duties of confidentiality under any employment contracts;
- (d) Assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with applicable obligations under the Data Protection Legislation concerning security of Processing, Personal Data Breach notifications and communications, Data Protection Impact Assessments and consultations with supervisory authorities or regulators;
- (e) Notify the Customer without undue delay after becoming aware of a Personal Data Breach;
- (f) Notify the Customer immediately if it considers that any of the

	Customer's instructions infringe the Data Protection Legislation;		before internationally transferring Personal Data to its sub-processors.
	(g) At the written direction of the Customer, delete or return the Data to the Customer after the end of the provision of the Services relating to Processing, except that: (i) The Supplier may keep any Data if required by any applicable laws to store the Personal Data and (ii) The Supplier may keep Data stored in any system back-ups and	31.7	The Customer agrees that, to provide the Services under these Conditions, the Supplier will transfer the Data to sub-processors (including Affiliates) as stated in clause 31.7. The Supplier will transfer the Data outside the United Kingdom and the European Economic Area ("EEA") to third countries which, at the time of the transfer, are not covered by adequacy regulations made by the Information Commissioner's Office or the European Commission under the Data Protection Legislation for the transfer of personal data pursuant to the Data Protection Legislation (each an "International Transfer"). For each International Transfer, the Supplier shall ensure that an agreement is in place with the relevant sub-processor(s), which shall incorporate the EU Standard Contractual Clauses ("EU SCCs") and UK International Data Transfer Addendum to the EU SCCs for the transfer of Personal Data (the "EU SCCs and UK Addendum") or, if the EU GDPR does not apply, only the UK International Transfer Agreement.
	(h) Maintain complete and accurate records and information to demonstrate its compliance with clause 31 and provide access to the same for an audit. Any audits must be no more than once in a twelve (12) month period and must be on not less than thirty (30) days' notice, must be conducted within the Supplier's regular business hours, cause minimal disruption to the Supplier, and be at the Customer's sole cost.	31.8	Subject to clauses 31.9 – 31.11, the Supplier shall remain fully liable to the Customer for the performance of any sub-processor appointed by it pursuant to clause 31.5.
31.5	The parties acknowledge that the Supplier will also use services and/or products from sub-processors to provide the Services under these Conditions and that, in doing so, the Supplier may transfer Data to such sub-processors. Accordingly: (a) The Customer consents to the appointment by the Supplier of the sub-processors listed in Schedule 3; (b) The Supplier may appoint new sub-processors or make changes to the list in Schedule 3 provided that it notifies the Customer in writing a reasonable period in advance before a new sub-processor is granted access to Data, and (c) the Customer may object on reasonable data protection grounds in writing to the appointment of any new sub-processor provided it does so no later than 14 days after receiving the notice referred to in 31.5 (b). If the parties cannot agree on a solution within a reasonable timeframe, the Supplier may terminate the Services.	31.9	The Customer agrees to comply with its obligations under Data Protection Legislation and warrants that it has all necessary consents and notices in place regarding its collection, processing, and provision of Data to enable the lawful transfer of the Data to the Supplier in connection with, and for the duration of, the Services provided under these Conditions.
		31.10	The Customer shall indemnify and hold harmless the Supplier against all costs, claims, losses, damages, and expenses (including legal fees) arising out of, or in connection with, any breach of this clause 31 by the Customer or its employees, agents, or subcontractors.
		31.11	The Customer acknowledges that the Supplier relies on the Customer for direction regarding the extent to which the Supplier is entitled to use and process the Data. Consequently, the Supplier will not be liable for any claim brought by the Customer or any Data Subject arising from any action or omission by the Supplier to the extent that such action or omission resulted from the Customer's instructions.
		31.12	Schedule 3 sets out the following information regarding the Data: subject matter, duration of the Processing, nature and purpose of the Processing, type of Data, categories of Data Subjects, and the Supplier's obligations and rights.
31.6	The Supplier shall: (a) Agree written contractual obligations with each sub-processor which are at least equivalent to the obligations imposed on the Supplier pursuant to this clause 31; and (b) If applicable, ensure that appropriate safeguards are in place	31.13	Customer Data Breach Indemnity. The Customer agrees to indemnify and hold harmless the Supplier against all claims, losses, damages, and costs arising from any Personal

Data Breach caused by the act, error, or omission of the Customer, its staff, or authorised users, or by the Customer's failure to maintain adequate security protocols for data which it controls.

31.14 Assistance with Data Subject Requests.

- (a) The Supplier shall, at the Customer's cost, provide reasonable assistance to the Customer in responding to any request from a Data Subject and in ensuring compliance with its obligations under Data Protection Legislation with respect to such requests. All work performed by the Supplier in relation to assisting with Data Subject Requests, including but not limited to Subject Access Requests (SARs), shall be deemed an additional service outside the scope of the inclusive support hours. Such work will be charged on a time and materials basis at the Supplier's standard hourly rates as detailed in Schedule 2.

Schedule 1

Services:

IT Managed Service - The IT Managed Service ("Service") is a comprehensive solution designed to manage, monitor, and maintain the Customer's information technology infrastructure. The Service includes proactive support, ongoing maintenance, troubleshooting, and other IT-related services.

The service may include, but is not limited to, the following:

Helpdesk & Technical Support: Access to a dedicated support team for troubleshooting and resolving IT issues via phone, email, or ticketing system.

Network Management: Managing the Customer's network infrastructure, including routers, switches, firewalls, and other network components.

Server Management: Proactive management and maintenance of physical and virtual servers, including performance monitoring, operating system updates, security patching, and troubleshooting.

Workstation Management: Maintaining and supporting end-user devices, including desktops, laptops, and mobile devices, ensuring software updates, virus protection, and performance optimisation.

Data Backup & Disaster Recovery: Regular backups of critical data and systems and disaster recovery planning and execution to minimise downtime in an unforeseen incident.

Software & Hardware Procurement Support: Assistance with selecting, purchasing, and installing hardware and software as per Client requirements. (Extra Charges Applicable)

Cloud Services Management (if applicable): Management of cloud-based systems, including data storage, application hosting, and infrastructure as a service (IaaS) platforms, ensuring optimal performance and security. (Extra Charges Applicable)

Cybersecurity Services: Implement and manage security measures, including firewalls, antivirus software, intrusion detection systems, and ongoing security audits to safeguard Client data and IT systems. (Extra Charges Applicable)

The following specific service terms and conditions, in addition to those already outlined in this document, shall apply to this Service. Customers are unable to combine Standard, Secure or Secure Premium.

1. Managed Service (Standard)

- a. Each Support Standard User costs £30 per month.
- b. The minimum user count for this Service is 5.
- c. The service includes 30 minutes of remote-only pooled support available to the customer per user.

- d. Over usage or site visits are classed as additional services and charged per condition 9.
- e. Each user will be allocated a Microsoft 365 Business Standard or Google Business Standard Licence.
- f. In addition to the initial contractual term, additional users added after the commencement shall have a minimum term of 12 months and subsequent 12-month periods (on a rolling basis) until a termination notice is served (subject to the other provisions for termination set out in this agreement).

2. Managed Service (Standard - Email Only)

- a. Only available with a valid Managed Service (Standard) Subscription.
- b. No Support is provided with this Service.
- c. In addition to the initial contractual term, additional users added after the commencement shall have a minimum term of 12 months and subsequent 12-month periods (on a rolling basis) until a termination notice is served (subject to the other provisions for termination set out in this agreement).

3. Managed Service (Secure Standard)

- a. Each Support Standard User costs £50 per month.
- b. The minimum user count for this Service is 5.
- c. The service includes 30 minutes of remote-only pooled support available to the customer per user.
- d. Over usage or site visits are classed as additional services and charged per condition 9.
- e. Each user will be allocated a Microsoft 365 Business Standard or Google Business Standard Licence.
- f. Each user will be allocated a Cloud Backup Licence for all files and emails stored in Microsoft 365 or Google Workspace only.
- g. Each user will be allocated a Managed EDR licence for one device only.
- h. Each user will be allocated a spam filter licence for one email account only.
- i. In addition to the initial contractual term, additional users added after the commencement shall have a minimum term of 12 months and subsequent 12-month periods (on a rolling basis) until a termination notice is served (subject to the other provisions for termination set out in this agreement).

4. Managed Service (Secure Premium)

- a. Each Support Standard User costs £65 per month.
- b. The terms of Managed Service (Secure Standard) apply to this service in addition to the following.
- c. Each user will be allocated a Microsoft 365 Business premium licence for one user only.
- d. Each user will be allocated a Managed MDR licence for one user only.
- e. In addition to the initial contractual term, additional users added after the commencement shall have a minimum term of 12 months and subsequent 12-month periods (on a rolling basis) until a termination notice is served (subject to the other provisions for termination set out in this agreement).

5. Managed Service (Secure - Email Only)

- a. Only available with a valid Managed Service (Secure Standard) or Managed Service (Secure Premium) Subscription.
- b. No Support is provided with this Service.
- c. Each user will be allocated a Managed MDR licence for one device only.
- d. Each user will be allocated a spam filter licence for one email account only.
- e. In addition to the initial contractual term, additional users added after the commencement shall have a minimum term of 12 months and subsequent 12-month periods (on a rolling basis) until a termination notice is served (subject to the other provisions for termination set out in this agreement).

6. Managed Service (Server)

- a. Only available with a valid Managed Service Standard or Secure Subscription.
- b. Server Support costs £70 per month per server
- c. 1 Hour of remote support only Per Server is added to the Customer's Pooled support.
- d. Each server will be allocated a Managed EDR licence for one device only.

Network Support Service - The Network Support Service ("Service") is a comprehensive solution designed to manage, monitor, and maintain the Customer's physical switching and wireless infrastructure. The Service includes proactive support, ongoing maintenance, and troubleshooting.

The service may include, but is not limited to, the following:

Helpdesk & Technical Support: Access to a dedicated support team for troubleshooting and resolving switching and wireless issues via phone, email, or ticketing system.

Network Management: Managing the Customer's network infrastructure, primarily switching and wireless solutions.

1. Unlimited Remote Support with a Fair Usage of 2 hours per month

Telecoms Support - The Telecoms Support Service ("Service") is designed to offer comprehensive management, support, and maintenance for the Customer's telecommunications systems. The Service encompasses all aspects of the Customer's telecom infrastructure, including telephony and unified communications systems, ensuring seamless operation and rapid troubleshooting of telecom-related issues.

The Service may include, but is not limited to, the following:

Telephony System Support: Managing and maintaining on-premise or cloud-based telephone systems, including VoIP systems. Configuration and troubleshooting of call routing, extensions, voicemail, and other telephony features.

Unified Communications Support: Support for integrated communications platforms, including voice, video conferencing, messaging, and collaboration tools. Assistance with configuring and optimising communication software such as Microsoft Teams, Zoom, or similar platforms.

Telecom Billing Management: Review, analyse, and optimise telecom bills to ensure cost efficiency and assistance with resolving billing disputes and managing telecom service contracts.

Carrier and Vendor Liaison: Acting as a point of contact with telecom service providers for escalations,

provisioning of new services, or changes to existing services. Management of service orders, installations,

upgrades, and outages with telecom carriers. (Extra Charges Applicable)

System Upgrades and Expansion: Assistance with evaluating, planning, and implementing upgrades to the Client's telecom infrastructure, including adding new lines, users, or locations. Support for hardware replacements, software updates, and integration of new technologies as required. (Extra Charges Applicable)

Telecom Security: Implementation of security measures for telecom systems, including encryption, secure access protocols, and monitoring for potential fraud or abuse. Regular audits of systems to identify vulnerabilities and recommend improvements. (Extra Charges Applicable)

The following specific service terms and conditions, in addition to those already outlined in this document, shall apply to this Service

2. Unlimited Remote Support with a Fair Usage of 2 hours per month.

Working Day:

Telephone and Live Chat: 08.00 - 17.00 Mon-Fri

(excluding bank holidays and between Christmas and New Year)

Online Portal: 24/7 365.

Normal Service Hours:

Telephone and Live Chat: 08.00 - 17.00 Mon-Fri

(excluding bank holidays and between Christmas and New Year)

Onsite Support: 09.00 - 16.00 Mon-Fri (excluding bank

holidays and between Christmas and New Year)

Online Portal: 24/7 365

Additional Charges: - Hourly and Day Rate

	Hourly Rate	Day Rate
Helpdesk IT Technician	£60	£450
Onsite IT Technician	£80	£600
Senior IT Technician	£100	£750
IT Consultant	£100	£750
IT Trainer	£90	£675
Telecoms Engineer	£80	£600
Infrastructure Engineer	£80	£650
Data Protection & SAR Assistance	£60	£450

Schedule 3**Processor Information: Managed Services**

The Customer acknowledges that the Supplier and its subcontractors may have access to Personal Data in providing the Services throughout the Service Term. The Supplier sets out below the information regarding its Processing of Personal Data required by Article 28(3) of the UK GDPR.

Article	Description	Details
28(3)	Subject matter of the Processing	The provision of the Services to the Customer under these Conditions.
28(3)	Nature and purpose of the Processing	The Supplier will Process Personal Data under these Conditions and on the Controller's instructions for the purpose of providing the Services, until expiry or valid termination of these Conditions. Processing may include accessing, collecting, recording, organising, structuring, storing, adapting, altering, retrieving, consulting, using, reporting, disclosing by transmission, disseminating, aligning, combining, restricting, erasing, or destroying Personal Data.
28(3)	Type of Personal Data	Names, usernames, and contact information; job roles; IP addresses and location data; device and system data (including screenshots where required for support); and any other Personal Data made accessible to the Supplier in the course of providing the Services.

28(3)	Categories of Data Subject	Staff, authorised users of the Customer's systems, and the Customer's customers, prospective customers, and suppliers.
28(3)	Duration of the Processing	Processing is carried out for the duration of the Services. On expiry or termination, Data held on the Customer's own systems remains in place and the Supplier's access is revoked; Data held in the Supplier's service-management systems is retained or deleted in accordance with the Supplier's retention policy and clause 31.
28(3)(a)	Documented instructions	All Processing carried out by the Supplier for the Customer is performed in accordance with these Conditions and the Quote, which together constitute the Customer's documented instructions.
28(3)(b)	Confidentiality	All Supplier staff with access to Data are bound by confidentiality obligations in their contracts of employment or engagement.
28(3)(c)	Security	The Supplier holds Cyber Essentials Plus certification as a minimum and operates an information security management system aligned to ISO 27001. Details of the Supplier's technical and organisational measures are available on request.
28(3)(d)	Sub-processors	The Supplier's approved sub-processors are listed in the table below.
28(3)(e)	Data subjects' rights	The Supplier's approach to supporting the Controller in responding to data subject requests is set out in its Data Protection Policy (available on request) and Privacy Policy (available at www.primarytech.co.uk). Assistance is chargeable in accordance with clause 31.
28(3)(f)	Compliance and assistance	Processing by the Supplier is carried out in compliance with Data Protection Legislation. The Supplier will assist the Controller in demonstrating compliance where appropriate.
28(3)(g)	Data deletion and return	Data held on the Customer's own network is not deleted by the Supplier; the Supplier's access is revoked at the end of the Service Term. Deletion or return of other Data is handled in accordance with clause 31.
28(3)(h)	Transparency and audit	The Supplier will make available to the Controller the information necessary to demonstrate compliance with its obligations, in accordance with the audit provisions of clause 31.

Approved sub-processors

Name	Activity	Location of Processing	Type of Data Processed
Microsoft Corporation	Microsoft 365 and Azure services used for service delivery, hosting, backup, support, and customer management	UK / EEA (with global support access)	All categories listed above
Google LLC	Google Workspace services used for service delivery and customer management	UK / EEA (with global support access)	All categories listed above
ConnectWise, LLC	Remote monitoring and management (RMM) and remote access to Customer systems	UK / EEA (with global support access)	Device and system data, usernames, IP addresses, screen content during remote sessions
Redstor Limited	Cloud backup and disaster recovery services	UK	All categories listed above
Halo Service Solutions Ltd	Service desk, ticketing, and service management (HaloPSA)	UK	Names, contact information, support-request content

The Supplier may update this list in accordance with clause 31.5.