

# Contract Terms & Conditions for Provision of ITC Managed Services

**Ver 1.9**

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## Dunedin IT Managed Service Contract

### Terms And Conditions

#### General Conditions

These conditions (the "Conditions") apply to the provision of all Service(s) and/or Equipment (both terms as defined below) to you by Dunedin IT Limited, a company registered in Scotland (Company Number: SC150343), whose registered office is at 31 Dunedin Street, Edinburgh, EH7 4JG ("Dunedin IT"). These Conditions should be read in conjunction with the relevant Service Specific Conditions as defined below:

#### Interpretation

**Definitions.** In these Conditions, the following definitions apply.

- **Add-On Service:** a Service offered by Dunedin IT in addition to the Packages. The details of the Add-On Service selected by the Client including the price will be as set out in the Proposal.
- **Business Day:** a day (other than a Saturday, Sunday or public holiday) when Dunedin IT are open for business.
- **Commencement Date:** has the meaning set out in clause 2.2.
- **Conditions:** these terms and conditions as amended from time to time in accordance with clause 13.7.
- **Contract:** the contract between Dunedin IT and the Client for the supply of Services in accordance with these Conditions.
- **Client:** the person or firm who purchases Services from Dunedin IT
- **End User Licence Agreement:** the licence between the Client and the third-party proprietor of the software used by Dunedin IT to carry out the Services (as varied from time to time in accordance with clause 6.4).
- **Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- **IT Equipment:** PCs, laptops, servers, tablets, mobile phones and any other information technology and communication equipment comprising the IT Network.
- **IT Network:** the Client's IT network including the IT Equipment, Switches, Routers and Firewalls and any other public facing equipment.

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- **Order:** the Client's order for Services placed when the Client signs these Conditions or when the Client accepts the Proposal in writing.
- **Package:** the Package of Services, including Products offered by Dunedin IT, the details of which are set out on Dunedin IT's website and in all sales literature.
- **Price:** the price of the Package and any Add-On Services as set out in the Proposal plus any additional fees calculated in accordance with clause 5.3(c).
- **Proposal:** the written proposal issued by Dunedin IT to the Client including details of the Package and any Add-On Services selected by the Client.
- **Report:** the report or other documents produced by Dunedin IT for the Client. The frequency of Reports will be specified in the Proposal.
- **Services:** the services selected by the Client's, including IT Cyber Security, Infrastructure, Network, Wireless, Cloud and Virtual Platforms, including Helpdesk and any Reporting supplied by Dunedin IT to the Client for the Term of the contract.
- **Software:** means any and all programs, applications, instructions or similar that may from time to time be installed on the Client's computer systems; and
  - Unless the context otherwise requires, each reference in these Terms and Conditions to:
    - "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
    - a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
    - "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
    - a Schedule is a schedule to these Terms and Conditions; and a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
    - a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
  - The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
  - Words imparting the singular number shall include the plural and vice versa.
  - **Gender:** References to any gender shall include the other gender.
  - **Term:** Period from the Commencement Date.
  - **Clients Site:** the Client's Physical or Virtual or Cloud assets on which the Client wishes Dunedin IT to carry out the Services.
  - **Data Protection Legislation:** the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

## 1. Basis of contract

- 1.1. The Proposal or SOW constitutes an offer by Dunedin IT to supply the Services or Products in accordance with these Conditions.
- 1.2. The Proposal shall only be deemed to be accepted when the Client signs these Conditions at which point and on which date the Contract shall come into existence (**DATE**).
- 1.3. The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Dunedin IT which is not set out in the Contract.
- 1.4. Any descriptive matter or advertising issued by Dunedin IT, and any descriptions or illustrations contained in the Website, are issued or published for the sole purpose of giving an approximate idea of the Services, Packages and Add-On Services described in them. They shall not form part of the Contract or have any contractual force.
- 1.5. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.6. A Proposal shall not constitute an offer and is only valid for a period of **30** days from its date of issue.

## 2. Supply of services

- 2.1. For the duration of the Term Dunedin IT shall supply the Services to the Client. The Services shall be supplied in accordance with the Proposal in all material respects. For the duration of the Term Dunedin IT shall supply the Services to the Client. The Services shall be supplied in accordance with the Proposal in all material respects. Dunedin IT shall provide the Services in alignment with recognised best practice frameworks including Cyber Essentials Plus and ISO 27001. The Provider will maintain appropriate certifications or equivalent controls demonstrating its commitment to information-security management.
- 2.2. Dunedin IT shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Dunedin IT shall notify the Client in any such event.
- 2.3. Due to the nature of cybersecurity, it may not be possible for Dunedin IT to advise upon all potential risks or vulnerabilities as this is a constantly evolving area with new risks being developed all the time.
- 2.4. Dunedin IT will where necessary produce written Reports setting out the potential risks and vulnerabilities of the Client's IT Infrastructure and Data Security (as appropriate, depending on the Services or Packages selected by the Client). It is the Client's responsibility to take all necessary steps to resolve the risks and vulnerabilities set out in any of these reports.
- 2.5. Dunedin IT warrants to the Client that the Services will be provided according to best practice in cybersecurity at the time of delivery of the Services and using reasonable care and skill.  
The Client acknowledges that information security is a shared responsibility and agrees to implement reasonable security measures recommended by

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Dunedin IT, including but not limited to multi-factor authentication (MFA), regular patching and user-awareness training.

- 2.6. The Services will be provided by an appropriately skilled and experienced employee of Dunedin IT. Dunedin IT may delegate completion of the Services to an employee or contractor of Dunedin IT with the appropriate skills and experience.
- 2.7. Where Dunedin IT provides the Services onsite it shall comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at the Client's premises and report to the Client any unsafe working conditions or practices which come to their notice during the provision of the Services.

### 3. Client's obligations

The Client shall:

- a) ensure that the information provided to Dunedin IT is complete and accurate. The Client acknowledges that this information will be used to advise on the appropriate Services or Packages for the Client. If the information provided to Dunedin IT is materially inaccurate or incomplete, then this may result in delays in the performance of the Services/Packages and/or significant increase in the Price.
- b) co-operate with Dunedin IT in all matters relating to the Services including providing any information reasonably requested by Dunedin IT;
- c) provide Dunedin IT, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation, IT Network and such other facilities as are reasonably required by Dunedin IT to perform the Services.
- d) promptly provide Dunedin IT with such information and materials as Dunedin IT may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects.
- e) if requested by Dunedin IT, promptly provide Dunedin IT with remote access to the Client's IT Infrastructure and Networks.
- f) if paying the Price in monthly or quarterly instalments to pay each monthly instalment on the due date as set out in clause **4.5**. Dunedin IT will suspend the Services under clause **4.6(b)** if an instalment is not paid on the due date.
- g) ensure that it has backed up all of its files and databases before the services are performed. the Client accepts that data can become corrupted or deleted by the performance of the cybersecurity scans carried out as part of the services and it is Client's responsibility.
- h) to have adequate backups of all of its data.

- 3.1 If Dunedin IT's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):
- 3.2 Dunedin IT shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays Dunedin IT's performance of any of its obligations.

3.3 Dunedin IT shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Dunedin IT's failure or delay to perform any of its obligations as set out in this clause **4.2**

3.4 The Client shall reimburse Dunedin IT on written demand for any costs or losses sustained or incurred by Dunedin IT arising directly or indirectly from the Client Default.

## 4 Charges and payment

4.1 The Price or the first instalment of the Price shall be paid by the Client when placing the Order. Dunedin IT will not commence the Services until it receives payment of the Price or the first instalment of the Price.

4.2 If the Client is paying for the Services in one upfront payment, Dunedin IT shall invoice for the Price on receipt of the Order. If the Client is paying for the Services in monthly or quarterly instalments, Dunedin IT shall invoice for the first instalment of the Price on receipt of the Order and all other instalments shall be invoiced on the same date (or next working day) of each subsequent month during the Term.

4.3 The Price shall be as follows:

- a) the Price of the Package selected by the Client.
- b) plus any Add-On Services selected by the Client.
- c) plus an additional fee for each new user or product/license required if the number of users or devices within the Proposal or SOW exceeds then number/s for the Services or Package/s selected by the Client. The Client will be notified of this fee in advanced for any additions since original Proposal or SOW.

4.4 All fees are exclusive of applicable government levies and may be reviewed annually to reflect inflation (CPI + 2%).

4.5 The Client shall pay each invoice submitted to it by Dunedin IT in full, and in cleared funds, by the due date specified on the invoice.

4.6 Without prejudice to any other right or remedy that Dunedin IT may have, if the Client fails to pay Dunedin IT on the due date Dunedin IT may:

- a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Lloyds Bank plc accruing on a daily basis 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.

4.7 Time for payment shall be of the essence of the Contract.

4.8 All amounts due under this agreement shall be paid by the Client to Dunedin IT in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Dunedin IT may, without prejudice to any other rights it may have, set off any liability of the Client to Dunedin IT against any liability of Dunedin IT to the Client.

## 5 Intellectual property rights

5.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Dunedin IT. Dunedin IT grants the Client a non-exclusive, non-transferable license to use deliverables for its internal business purposes only.

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- 5.2 The Report is provided for the Client's internal business use and shall not, without Dunedin IT's prior written consent, be disclosed to any person who is not an employee, agent or consultant of the Client.
- 5.3 In order to carry out the Services, Dunedin IT shall use proprietary software which is licensed to it by a third party. The terms of Dunedin IT's licence of the software allow Dunedin IT to use the software to carry out the Services provided that the Client agrees to the attached End User Licence Agreement. *Please notify Dunedin IT immediately if you are unwilling or unable to agree to the End User Licence Agreement.*
- 5.4 Dunedin IT may change the proprietary software used by it to provide the Services during the Term. Any such change will be to software which provides an equivalent or better Service. If Dunedin IT changes the proprietary software used to provide the Services, it will notify you in writing of the End User Licence Agreement which applies to such software. If you are unwilling or unable to agree to such End User Licence Agreement, you can terminate this Contract by giving 60 day's notice in writing.

## 6 Confidentiality

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain. The Receiving Party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause **7** shall survive termination of the Contract. Obligations continue for five years after termination, or indefinitely for trade secrets.

## 7 Limitation of liability:

### **THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 7.1 The following provisions set out the entire financial liability of Dunedin IT(including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:
  - a) any breach of the Contract howsoever arising.
  - b) any use made by the Client of the Services, the Report or any part of them and any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including, without limitation, negligence) arising under or in connection with the Contract.
- 7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.3 Nothing in this clause **7** excludes the liability of Dunedin IT for death or personal injury caused by Dunedin IT's negligence or for fraud or fraudulent misrepresentation.

7.4 Subject to clause **7.2** and clause **7.3**:

- a) Dunedin IT 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:
  - o loss of profits; or
  - o loss of business; or
  - o depletion of goodwill or similar losses; or
  - o loss of anticipated savings; or
  - o loss of goods; or
  - o loss of contract; or
  - o loss of use; or
  - o loss or corruption of data or information; or
  - o any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses
- b) Except as expressly provided otherwise in this Agreement:
  - o The Dunedin IT's total aggregate liability, whether in contract, delict (tort), negligence, or otherwise, arising under or in connection with this Agreement shall not exceed the total charges paid by the Client during the 12 months immediately preceding the event giving rise to the claim.
  - o In respect of any personal-data breach, the Dunedin IT's total liability shall be the greater of the annual contract value or the amount recoverable under the relevant professional or cyber-liability insurance.
  - o Dunedin IT shall not be liable for any indirect, special, or consequential loss, or for any loss of profit, revenue, goodwill, or data.
  - o No liability arises where the Client's failure to apply reasonable security controls or follow documented advice materially contributed to the incident.

7.5 Nothing in this clause affects statutory consumer or data-subject rights under UK law.

## 8 Term and termination

8.1 The Contract shall start on the Commencement Date and continue, unless terminated earlier in accordance with clause **8.2**, for the Term

8.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the

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meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply.

- c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors.
- d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party.
- e) the other party is the subject of a bankruptcy petition or order;
- f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days.
- g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company).
- h) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver.
- i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party.
- j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause **8.2(b)** to clause **8.2(i)** (inclusive).

8.3 Without limiting its other rights or remedies, Dunedin IT may terminate the Contract with immediate effect by giving written notice to the Client or suspend provision of the Services if:

- a) the Client fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so and the Client suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- b) the Client's financial position deteriorates to such an extent that in Dunedin IT's opinion the Client's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

8.4 Without limiting its other rights or remedies, Dunedin IT may suspend provision of the Services under the Contract or any other contract between the Client and Dunedin IT if the Client becomes subject to any of the events listed in clause **8.2(b)** to clause **8.2(i)**, or Dunedin IT reasonably believes that the Client is about to become subject to any of them.

8.5 After the expiry of the initial term, this Agreement shall automatically renew for successive 12-month periods, unless either Party gives not less than 90 days' written notice to terminate prior to the renewal date. Termination after the initial term shall not attract penalty or early-termination charges.

## 9 Consequences of Termination

9.1 On termination of the Contract for any reason:

- a) the Client shall immediately pay to Dunedin IT all of Dunedin IT's outstanding unpaid invoices and interest.
- b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry and clauses which expressly or by implication survive termination shall continue in full force and effect.
- c) Upon Termination, Dunedin IT shall co-operate with the Client to ensure the secure return or deletion of all Client data within a reasonable period. Clauses relating to confidentiality, data protection, and limitation of liability shall survive termination of this Agreement.

## 10 Data Protection

10.1 Both Parties shall comply with all applicable Data Protection Legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

10.2 For the purposes of this Agreement, the Client is the Data Controller and Dunedin IT is the Data Processor.

10.3 Dunedin IT shall:

- 10.3.1 Process personal data only on documented instructions from the Client.
- 10.3.2 Implement appropriate technical and organisational measures to safeguard personal data.
- 10.3.3 Ensure all authorised persons processing the data are bound by confidentiality.
- 10.3.4 Assist the Client in meeting obligations relating to data-subject rights, impact assessments, and consultations with the ICO.
- 10.3.5 Maintain up-to-date records of processing activities.
- 10.3.6 Notify the Client of any personal-data breach within **24** hours of becoming aware.
- 10.3.7 Not appoint sub-processors without the Client's prior written consent, ensuring any sub-processor is subject to equivalent contractual obligations.
- 10.3.8 Ensure personal data is processed and stored within the United Kingdom, or in jurisdictions subject to an adequacy decision or equivalent safeguards.
- 10.3.9 Each Party shall indemnify the other against any loss, damage, or regulatory penalty arising from a proven breach of this clause.
- 10.3.10 A Data Processing Addendum (DPA) may be issued, where necessary, to describe specific data-processing details, categories of data and retention periods.
- 10.3.11 Dunedin IT shall maintain Cyber Essentials Plus and ISO 27001 certification throughout the term and make certificates available on request.

## 11 Force majeure

- 11.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Dunedin IT including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Dunedin IT 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 including cyber incidents, ransomware, and supplier outages beyond Dunedin IT's reasonable control.
- 11.2 Dunedin IT shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 11.3 If the Force Majeure Event prevents Dunedin IT from providing any of the Services for more than 90 days, Dunedin IT shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.

## 12 Assignment

### 12.1 Assignment and other dealings.

- a) Dunedin IT may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- b) The Client shall not, without the prior written consent of Dunedin IT, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

### 12.2 Notices.

- a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
- b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.
- c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 12.3 Severance.

- a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be

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deemed deleted. 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 the Contract.

- b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, 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.

12.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

12.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

12.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Dunedin IT

12.8 **Status.** The relationship of Dunedin IT to the Client is that of independent contractor and nothing in this agreement shall render Dunedin IT or any employee of Dunedin IT an employee, worker, agent or partner of the Client.

12.9 **Governing law.** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of Scotland.

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

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## 13 Appendix A-CONTRACT COST SCHEDULE SUMMARY

The following is a summary of "**THE CLIENT**" accepted proposal, SOW, accepted quote or Package of services.

## 14 HELPDESK AND REMOTE SUPPORT

Dunedin IT Limited's managed service support contract provides "THE CLIENT" with onsite access, remote telephone support and where appropriate, remote access between 09:00 and 17:30 Monday to Friday and other public holidays, or by additional contracted agreement.

All support calls from clients must be made via one of the following:

- Online Helpdesk Portal <https://dunedinit.halopsa.com/portal/home>
- Dunedin IT Limited Support desk on 0330 058 1701
- Helpdesk email: [helpdesk@dunedinit.co.uk](mailto:helpdesk@dunedinit.co.uk)

## 15 Service Level Agreements(SLA):

Service Level	Response Times
Critical	1 to 2 Hours
High	4 to 8 Hours
Medium	8 Hours to 2 Business Days
Low	2 to 3 Business Days

SLA response times exclude non-business hours unless 24/7 support is contracted or where additional cover such as weekend cover has been agreed.

## 16 Dunedin IT & "Client" Agreement Term

<b>Contract Duration:</b>	<b>24 months</b>
<b>Contract Commencement Date:</b>	

## 17 Signatures

**On behalf of Dunedin IT**

**Signature :**

**On behalf of Company :**

**Signature :**