

Version 1.1 Replaces all previous versions

1. SERVICE DESCRIPTION

Service Overview

- 1.1. The Service relates to a customer with a registered PC or Laptop computer, or a group of computers or a network and provides a fully managed security patch solution to minimise the risk of security attacks from malicious viruses, worms and hackers to keep information systems running and supporting your business effectively at all times. The Service is dependent on the PC/Laptop hardware, and operating systems detailed on the web site www.our-tech-team.com and as described in this Service Schedule. It does not include the provision of any Hardware at the customer location.
- 1.2. The Service may be ordered on line at www.our-tech-team.com or by telephone. Certain services are subject to survey and prior price quotation.

Service Start Date

- 1.1. The Service commences by appointment with the customer for a Registration Survey. This is the Service Start Date and the Customer accepts that making this appointment ends the right to cancel as provided for by clause 6.1 of the Services Contract.

Minimum Contract Period

- 1.2. The Service will have a minimum contract period of 12 months from the service start date.
- 1.3. In or by the last month of the contract period OTT shall advise the Customer of the renewal price of the service and the renewal shall roll-over and commence unless the Customer notifies OTT to cancel.

Service Description

- 1.4. The service provides the Customer with;
 - 1.4.1. an initial full system survey and patch management plan
 - 1.4.1.1. first business after day of release installation of available patches according to the plan for the Customer's business
- 1.5. The Service provides the following facilities:

- 1.5.1. single point of contact for supporting the security account
 - 1.5.2. live chat session and premium telephone based help and advice on the use of supported applications and operating systems as detailed in 1.1 above.
 - 1.5.3. The live support for all Security Partner Services is available 08:30 – 18:00 mon-fri excluding public holidays
 - 1.5.4. The **Security Partner Business Service** covers individual PC and Laptop computers and requires the Customer to have installed up-to-date Anti Virus software
 - 1.5.5. The **Security Partner Business Plus Service** covers individual PC and Laptop computers and provides the Customer with a Norton Anti Virus software licence and installation with updates as released by Norton from Symantec
 - 1.5.6. The **Security Partner Business Gold Service** covers individually surveyed Local Area Networks where all or nominated equipment is supported and requires the Customer to have installed up-to-date Anti Virus software. Prices are provided post survey based on scale complexity and set up.
- 1.6. The charges for the service are based upon OTT providing a reasonable level of support from qualified engineers trained to communicate effectively with non-IT trained users. The Service is not a substitute for adequate application training or maintenance standards. If the Customer fails to comply with the provisions of paragraph 3.1 below then OTT reserves the right to levy additional charges.

2. SERVICE LEVELS

- 2.1. Request for support will be handled on a first come first served basis within the supported hours of operation for the Customer's choice of support level.

3. CUSTOMER RESPONSIBILITY

- 3.1. Responsibility for the PC, Laptop or server computers and their operating system and data content remains with the Customer.
- 3.2. Connection to the Internet and all related charges remain with the Customer
 - 3.2.1. If as part of the Service, the Customer is required to install any software, the Customer agrees to install and keep installed such diagnostic and technical support software to assist in the support process. If the Customer refuses to install such software this may mean that OTT may, at its option, either provide the Customer with a reduced level of Service or withdraw provision of the Service in its entirety.
- 3.3. Use of the Service is governed by the rules stated in Paragraph 3 of the Terms and Conditions Contract.

- 3.3.1. as Agreed in the Terms and Conditions contract the Customer is required to keep up-to-date both their registration details and their payment card details as a condition of the Service.
- 3.3.2. the IP address of the Customer's registered computer (that is the number that is automatically assigned to your computer whenever you are surfing the Web) will be collected by Our-Tech-Team for the purposes of system administration and to properly audit the use of our site.
 - 3.3.2.1. We can and will use IP addresses to identify a user when we feel it is necessary to enforce compliance with our house rules or terms of service or to protect our service, site, customers, or others.
 - 3.3.2.2. Some services and emails sent from Our-Tech-Team, such as registration related, may display IP addresses along with the message.
- 3.3.3. Once the Customer accepts this Agreement and registration has been accepted by Our-Tech-Team the Customer will receive a confirmation by email that their Account has been established.
- 3.3.4. The Customer is solely responsible for any consequences arising from failure to maintain the confidentiality of their Password.
 - 3.3.4.1. The Customer must notify Our-Tech-Team of any loss of password or unauthorised use or other breach in security of their Account immediately any such incident becomes known
- 3.4. the Customer is solely responsible for the content of Stored Data and Files the terms for which are governed by the Terms and Conditions Agreement paragraph 3.
 - 3.4.1. any and all data stored on the servers of Our-Tech-Team on behalf of the Customer has the same status as if it were stored on a server owned by the Customer located on their premises
 - 3.4.2. any and all data stored on the servers of Our-Tech-Team on behalf of the Customer that breaks any law or regulation and becomes known to Our-Tech-Team will be removed immediately

4. CHARGES

General

- 4.1. The Customer must pay the charges for the Service as set out in the Charges Schedule.
- 4.2. Payment is due before the start of each monthly Service period and will be charged to the Customer's credit or debit card using the WorldPay secure payment system that keeps security details confidential to the customer and from OTT staff.

4.3. The provisions of Paragraph 4 of the Service Contract apply.

Early Termination Charges

4.4. Where a Customer terminates early, OTT will charge 100% of the unexpired time for the duration of the minimum period and 30% of any discounted voluntary additional period.

5. ADDITIONAL CONDITIONS

5.1. In order to use the Service, the customer's computer systems must meet the following minimum requirements:

- a Windows 2000, Windows XP, or Windows Vista operating system;
- a processor speed of 233MHz or greater;
- 128MB or more of RAM (256MB if installing Internet Security Pack);
- at least 200MB available hard drive space;
- an available USB, Ethernet or wireless port.

5.2. The Customer Agrees that OTT may access the equipment via a remote client access

5.3. The Customer Agrees to;

5.3.1. install and keep installed any antivirus, technical support and diagnosis software on each supported computer when required to do so by OTT;

5.3.2. have technical details of the supported computing equipment, local area network and connected devices, collected and securely stored by OTT for use during fault diagnosis and support incidents;

5.3.3. allow OTT's technical support agents to create, as necessary, systems administration accounts on the Customer's PCs and to keep these accounts active and unchanged as required to deliver the Service; and

5.3.4. give permission for OTT's technical support agents to remotely access and monitor the Customer's computer systems and network for the purposes of fault diagnosis and resolution.

5.4. The Customer accepts that OTT will not be liable for any failures in the supported applications and operating systems that cannot be resolved using the Service, or for the Customer's failure to correctly follow OTT's advice and recommendations. OTT recommends that the Customer regularly and frequently backup any stored data as OTT cannot accept any liability for loss or corruption of the Customer's data.

5.5. If a fault is due to a failure in the Customer's equipment which is not covered by the Service it is the Customer's responsibility to arrange for the repair or replacement of it

either via the OTT IT Support Manager On Site service, if available in the Customer's area, or via other means.

Limits of Liability

5.6. Subject to clauses 7.2, 7.3 and 7.4 of the Conditions, the Customer and OTT accept the limit of liability under clause 7.5 to the other in contract, tort (including negligence), breach of statutory duty or otherwise for direct loss limited to:

5.6.1. The value of the Service provided to the Customer and paid for by the Customer in the service Contract that is the subject of a claim

Indemnity

5.7. The Customer is responsible for providing OTT and its directors, employees and agents with an indemnity against any claim or legal action resulting from the transfer of the Customer's data over the internet for the purposes of back up or restoration

Resale

5.8. The Service and any associated software is provided solely for the Customer's own use and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to any one else.

6. DEFINITIONS

6.1. In this Service Schedule the following term, in addition to those stated in clause 10 of the Conditions, has the meaning shown next to it:

Charges Schedule	the list of charges for the Service located at www.our-tech-team.com (or any other online address that OTT may advise the Customer).
Undiscounted Charge	the monthly charge for the Service, as set out in paragraph 4.1 above, Rate when it is provided for a 12 month Minimum Period.