

MICROCARE SYSTEMS LIMITED

Terms and Conditions for IT Managed Services

Effective Date: 1st June 2025

1. DEFINITIONS

In these Conditions, unless the context otherwise requires:

- (a) "Agreement" means these terms and conditions together with the Order Form and any applicable SLA.
- (b) "Business Day" means Monday to Friday, excluding bank and public holidays in England.
- (c) "Commencement Date" means the start date of the Contract as specified in the Order Form.
- (d) "Customer" means the person, firm, or company receiving Services from Microcare.
- (e) "Equipment" means any computer hardware, software, servers, networking devices, or systems supported under this Contract.
- (f) "Minimum Term" means the initial term specified in the Order Form.
- (g) "Renewal Term" has the meaning given in Clause 5.1.
- (h) "Services" means the Managed IT Support Services provided under this Contract.
- (i) "Support Hours" means 08:30 to 17:30 on Business Days.
- (j) "Out of Hours" means any period outside of Support Hours.

2. BASIS OF CONTRACT

- 2.1 These Conditions shall apply to all Managed IT Support Services provided by Microcare.
- 2.2 No other terms or conditions shall be binding unless agreed in writing by Microcare.
- 2.3 The Contract will commence on the Commencement Date and will continue for the Minimum Term and any Renewal Term thereafter unless terminated in accordance with Clause 5.

3. SCOPE OF SERVICES

- 3.1 Microcare shall provide remote and on-site IT support, monitoring, patch management, data backup, cybersecurity, advice, Microsoft 365 administration, and other services as detailed in the Order Form and SLA.
- 3.2 Unless expressly stated, the Services do not include: project work, third-party vendor support, bespoke development, or unsupported hardware/software.
- 3.3 Microcare may recommend improvements or necessary upgrades to systems; failure to implement these may impact service eligibility.

4. SERVICE DELIVERY

- 4.1 Microcare shall use reasonable endeavours to respond to Support Requests in accordance with the applicable SLA.
- 4.2 Unless otherwise stated, the standard response target is within 16 working hours of notification.
- 4.3 Support shall be delivered remotely unless on-site attendance is deemed necessary or explicitly included in the Order Form.
- 4.4 Microcare reserves the right to escalate incidents to third-party vendors where appropriate.
- 4.5 Support is subject to a Fair Use Policy. If usage is deemed excessive, Microcare may:
 - (a) Notify the Customer of overuse;
 - (b) Recommend an amended package or apply Additional Charges;
 - (c) Suspend service pending agreement on usage terms.

5. TERM AND TERMINATION

- 5.1 The Contract shall continue for the Minimum Term and automatically renew for successive 12-month periods ("Renewal Term"), unless terminated by either party giving not less than 90 days' written notice prior to the end of the Minimum Term or any Renewal Term.
- 5.2 The Contract may be terminated by either party:
 - (a) Immediately, if the other commits a material breach not remedied within 30 days;
 - (b) Immediately, in the case of insolvency or cessation of business.
- 5.3 Early termination by the Customer for convenience may require payment of all fees due for the remaining Minimum or Renewal Term, subject to Microcare's discretion.

6. CUSTOMER OBLIGATIONS

6.1 The Customer shall:

- (a) Provide full access to systems, networks, and personnel;
- (b) Maintain valid licensing for all software in use;
- (c) Ensure appropriate physical and data security measures are in place;
- (d) Notify Microcare of any infrastructure or staffing changes that may impact service;
- (e) Follow Microcare's recommendations for backup, antivirus, patching, and system upgrades.

6.2 Failure to comply with 6.1 may affect Microcare's ability to provide Services and may void certain obligations under the SLA.

7. MICROSOFT 365 & LICENSING

7.1 Microsoft 365 services are supplied under the Microsoft Customer Agreement. The Customer agrees to:

- (a) A minimum Subscription Term per licence, which shall auto-renew unless cancelled in writing at least 7 days before renewal;
- (b) Increases in licence counts are permitted during the Term, but decreases are not.

7.2 The Customer shall indemnify Microcare for any breach of Microsoft's licensing terms.

8. DATA BACKUP SERVICES

8.1 Where data backup services are included in the Services, Microcare shall implement and manage automated backup routines for supported devices, systems, or cloud services, as specified in the Order Form.

8.2 Microcare shall monitor and report on the status of scheduled backups and take reasonable steps to address failed backup jobs where detected.

8.3 The Customer remains responsible for verifying the integrity of data, requesting test restores, and ensuring that critical data is within the scope of the backup solution.

8.4 Microcare shall not be held liable for any loss of data where:

- (a) The data was not included in the agreed backup scope;
- (b) Backup services were disrupted due to system misconfiguration, hardware failure, or network issues outside Microcare's control;
- (c) The Customer failed to notify Microcare of changes to systems or file structures affecting backup routines.

8.5 Restoration requests will be fulfilled during Support Hours and are subject to reasonable limitations in frequency and scope, unless otherwise agreed.

9. CYBERSECURITY SERVICES

9.1 If included, the Customer must complete onboarding tasks such as safelisting, providing user details, and enabling endpoint protection.

9.2 Delays caused by failure to complete onboarding or failure to implement recommendations are not the responsibility of Microcare.

9.3 Cybersecurity services are dependent on supported hardware, software, and regular patching.

10. CHARGES AND PAYMENT

10.1 Charges are set out in the Order Form and payable monthly or annually in advance.

10.2 Additional Charges may apply for:

- (a) Work outside scope or hours;
- (b) Unsupported third-party applications or systems;
- (c) Requests for onsite visits not included in the Order.

10.3 Invoices are payable within 7 days. Microcare reserves the right to suspend service for overdue accounts and apply statutory interest on late payments.

11. LIABILITY AND INDEMNITY

11.1 Microcare shall not be liable for:

- (a) Loss of business, profit, or data;
- (b) Third-party software errors;
- (c) Failures due to unsupported systems or Customer non-compliance.

11.2 Microcare's liability shall not exceed the total fees paid by the Customer in the 12 months preceding a claim.

12. NON-SOLICITATION

12.1 The Customer agrees not to hire or solicit any Microcare employee who has provided Services under this Contract for a period of 12 months following termination.

12.2 Breach shall incur a fee of £12,500 or 50% of the employee's annual gross salary, whichever is greater.

13. GENERAL

13.1 These Terms are governed by English law.

13.2 Microcare may update these Terms with 28 days' written notice.

13.3 Any notice shall be delivered to the registered address of the relevant party.

SERVICE LEVEL AGREEMENT

This SLA defines the service standards that Microcare Systems Ltd ("Microcare") will adhere to in delivering Managed IT Support Services, including response times, resolution targets, and availability for covered systems and services.

SUPPORT HOURS

Support Level	Hours of Availability	Notes
Standard Support	08:30 – 17:30, Monday–Friday	Excludes UK public holidays
Emergency Support	Out-of-hours (optional)	By prior agreement, additional cost

SERVICE REQUEST CHANNELS

Support can be requested via the following methods:

- Email: servicedesk@microcare-systems.co.uk
- Phone: 0800 513 513
- Web: www.microcare-systems.co.uk

PRIORITY LEVELS & RESPONSE TIMES

Priority	Description	Target Response Time	Target Resolution Time
P1 – Critical	System-wide outage, critical function unavailable	1 hour	4 hours
P2 – High	Major service impact, no workaround available	2 hours	8 hours
P3 – Medium	Minor impact or workaround available	4 hours	1 Business Day
P4 – Low	General support, routine change requests	1 Business Day	2-3 Business Days